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ABSTRACT

The collective bargaining agreement between the Tacoma Community College Federation of Teachers and Tacoma Community College, District XXII is presented. This contract, covering the period from September 1, 1988 to June 30, 1990, deals with the following topics: the purpose, definitions, and conditions of the agreement; union rights and responsibilities; management rights and responsibilities; union-management relations; academic employee compensation and fringe benefits; contract year and load; calendar; academic employee personnel practices; full-time academic employee seniority; full-time employee retirement; grievance procedures; academic employees' tenure, reduction-in-force, and dismissal procedures; and conditions and duration of the agreement. Appendixes provide the full-time and part-time academic employee individual employment agreement forms, a job description, a calendar, and a tentative advising-registration schedule. (JMC)

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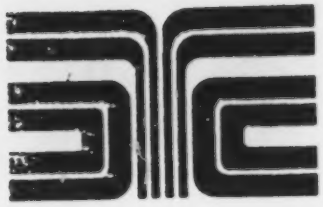

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A NEGOTIATED AGREEMENT

BETWEEN

TACOMA COMMUNITY COLLEGE FEDERATION OF TEACHERS

AND

TACOMA COMMUNITY COLLEGE, DISTRICT XXII

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Tacoma, Washington

JC 910554

NEGOTIATED AGREEMENT

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0.00 PREAMBLE

0.10 Purpose

The purpose of this agreement is to promote a harmonious and mutually supportive relationship between the two components of the educational community who are signatories of this agreement - the Board of Trustees and the Administration, and the Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) - by encouraging a spirit of cooperation between these groups for their mutual advantage and in the public interest. Pursuant to the provisions of RCW 28.B.52, the undersigned have entered into this agreement for the purpose of promoting a sound and stimulating work climate for the academic employees of the Tacoma Community College District as defined below.

0.20 Definitions

(a) College - Washington State Community College District XXII shall hereinafter be termed the "college."

(b) Academic Employee - Any teacher, counselor, librarian, or department head, who is employed by the college, with the exception of the president (the Chief Administrative Officer) and any other administrator in the college, shall hereinafter be termed "academic employee." This definition shall include part-time as well as full-time personnel.

(1) Full-Time Academic Employee - A full-time academic employee is one who is employed by the college for an entire contractual year and who works a full-time load as specified in Article 6.00, "Contractual Year and Load."

(2) Part-time Academic Employee - A part-time academic employee is one who is employed by the college on a quarterly basis for a workload within the specifications of Article 6.00.

(3) Temporary Academic Employee - A temporary academic employee is one who is employed by the college on a full-time basis, at a full-time rate of pay proportionate to workload, for a specific task and for a specific number of days which may differ from the contractural year. An employee shall not be retained on a temporary status for more than two consecutive years except when his or her position is funded from a grant or special service agreement. An academic employee hired under these circumstances can continue in his or her position until the termination of the grant or special service agreement. Temporary academic employees are entitled to all rights and benefits of a full-time employee in proportion to their workload, except tenure and seniority.

(c) Administrator - Any person employed either full or part time by the college who performs administrative functions at least 50% or more of his or her assignment, and has responsibilities to hire, dismiss, or discipline other employees shall hereinafter be termed "administrator."

(d) Management - The president of the college, administrators as defined above, and the Board of Trustees of the college shall be hereinafter termed "management."

(e) Union - The Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) shall hereinafter be termed "the union," and is hereby recognized by management as the designated representative employee organization for all academic employees.

0.20 Definitions - (Continued)

(f) Academic Year - The regular college year consisting of fall, winter, and spring quarters shall hereinafter be termed "academic year."

(g) SBCCE - The Washington State Board for Community College Education shall hereinafter be termed "SBCCE."

(h) Base - For the purpose of discussing compensation for full-time academic employees, whether in Article 4.00 or any other article of this Negotiated Agreement, the first step of Column II of 4.10, of the Academic Employee Full-time Salary Schedule, shall hereinafter be termed the "base."

0.30 Conditions of Agreement

(a) Applicability - The provisions of this agreement apply to all academic employees who are employed by the college. However, for certain positions which are funded solely by grants, special service agreements, or other non-traditional funding sources, there may be exceptions to provisions of the negotiated agreement. All such exceptions shall be reported to the union. Should disagreement exist concerning exceptions, the matter will be referred to the Union-Management Committee (3.10).

(b) Individual Employment Agreement - An individual employment agreement will be established between the Board and each academic employee. Such individual employment agreements shall be subject to and consistent with the terms of this Negotiated Agreement. Copies of individual employment agreement forms for full and part-time academic employees are contained in Appendix A. Management has the right to modify these forms but management's exercise of this right shall not alter the conditions of this Negotiated Agreement. During contract negotiations, management will not issue individual employment agreements to academic employees before ratification of the Negotiated Agreement without a discussion with the union, at least one week prior to mailing provisional individual employment agreements.

(c) Supersedure - This agreement shall supersede any rules, regulations, or practices of management that shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of management.

(d) Agreements Binding Except for Unlawful Parts - It is agreed that the provisions of this agreement are binding on both parties and that management, union or their representatives shall take no action in violation of or inconsistent with any provisions of this agreement. If any provision in this agreement shall be determined, by an Act of the State Legislature or ruling by a court of competent jurisdiction, to be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law. In such cases, all other provisions of this agreement shall continue in full force and effect.

0.30 Conditions of Agreement - (Continued)

(e) Contractual Agreement - The parties agree that all negotiable items herein have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be reopened except as provided for in Article 13.00 of this agreement.

(f) Number of Signed Copies - There shall be two signed copies of this agreement, one to be retained by the union and one to be retained by management.

(g) Copies to Academic Employees - Within one (1) month of the ratification of this agreement by both parties, management agrees to provide copies of the agreement to all academic employees, those hereafter employed under its terms, and all those offered employment, and an additional 50 copies will be provided to the union at cost.

(h) Individual Rights Reserved to Employees - Nothing contained in this negotiated agreement shall be construed to deny to an academic employee his or her rights under the United States Constitution, Federal or Washington State law or regulations.

1.00 UNION RIGHTS AND RESPONSIBILITIES

1.10 Union Rights

(a) Bulletin Boards - The union shall be assigned a reasonable amount of existing bulletin board space for organizational announcements in each building in which academic employees are assigned offices.

(b) Mail Boxes - Individual mail boxes shall be provided for part and full-time academic employees except that no mail boxes will be required for employees with whom the college conducts all affairs by United States mail.

(c) Union Office - The union shall be provided a faculty office for organizational use, to be assigned by the college president, or his designee, subject to the rental payment of $10.00 per month.

(d) Space for Organization Activities - Classrooms and other campus space shall be made available to the union for organizational activities provided that such use is requested and scheduled according to district procedures relating to the use of such facilities by non-profit organizations and provided that such use does not interfere with the programs and services of the college.

(e) Employee Orientation - The union president or his designee shall be authorized to participate in the planning and implementation of orientation activities for new academic employees toward the end that all new academic employees shall become informed of the union's program and services.

(f) Membership Meetings - The union shall have the right to convene membership or other organizational meetings at on-campus locations as provided for above, providing an individual employee's participation does not conflict with his or her primary assignment.

(g) Release Time

(1) For fall, winter and spring quarters of each year covered by this Negotiated Agreement, management agrees to provide the union president or his designee with one-third (1/3) release time from his or her primary assignment. Management further agrees to provide one-third (1/3) release time to one (1) union member designated as a negotiator for the union during the spring quarter the designated member is negotiating. Such release time will be defined in agreement with the supervising dean. Office hours, advising, and other assignments shall be proportionate to the instructional load carried. The union shall be provided such additional release time for organizational purposes as is specifically funded by the union at the applicable part-time rate of pay.

(2) The union president or his designee may attend legislative hearings upon invitation, State Board meetings, State Board committee meetings provided his or her classes are covered, and shall be limited to no more than six (6) meetings per quarter.

1.10 Union Rights - (Continued)

(3) The union president or his designee may attend on contracted days union sponsored regional or statewide meetings limited to no more than one (1) per quarter, and provided that classes are covered.

(4) In both instances cited in paragraphs (2) and (3) above, neither travel nor expenses will be paid by the college, but no deductions will be made for time away from campus.

(h) Payroll Deductions of Union Dues - Management shall provide for payroll deduction of union dues upon written authorization by each academic employee. Payroll deduction authorization forms submitted to the business office by the tenth of the month shall be recognized as effective for that month and each month thereafter until written cancellation is submitted by the employee. Management shall deduct from the pay of each academic employee, from whom it receives an authorization to do so, the required amount for the payment of union dues. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the union office no later than thirty (30) days after such deductions were made.

1.11 Exercise of Rights

The exercise of the rights of the union shall be consistent with the terms of this Negotiated Agreement.

1.20 Union Responsibilities

(a) Organizational Costs - The union shall assume financial responsibility for costs related to organizational activity on campus, such as: postage, long distance telephone charges, office supplies, secretarial and clerical services.

(b) Alternate Space - The union agrees to relinquish, upon 30 days notice, the rented office space and to accept reasonable alternate space in accord with the needs of the college as determined by the college district president.

(c) Committee Lists - Upon request, the union shall provide management with a complete list of all union committees including the names of all academic employees serving on those committees.

2.00 MANAGEMENT RIGHTS AND RESPONSIBILITIES

2.10 Management Rights

Management, on its own behalf and on behalf of the public and of the appointing authority, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Washington, and of the United States. Without limiting the generality of the foregoing, management shall have the following rights:

(a) Management and Control - To execute management and administrative control of the college district's resources;

(b) Hiring - To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer all such employees;

(c) Programs and Services - To establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural and social activities for students and the community, all as deemed necessary or advisable by management;

(d) Employee Assignments - To decide upon the duties, responsibilities and assignments of academic employees with respect to teaching assignments, to administrative and non-teaching activities, and to specific terms and conditions of employment; provided that, an employee will not be assigned courses or duties which the employee is not competent to perform, and which are inconsistent with the terms of this Negotiated Agreement.

2.11 Exercise of Rights

The exercise of the rights of management shall be consistent with the terms of this Negotiated Agreement.

2.20 Management Responsibilities

(a) Non-Discrimination - Management will not discriminate against any academic employee or applicants for any positions (a) because of their membership or non-membership in any employee organization, (b) because of race, creed, color, sex, national origin, or age, or (c) because of the exercise of any other rights given said employee under RCW 28.B.52, other State or Federal law and the Constitution of the United States.

(b) Information and Reports

(1) Upon written request to the college president, copies of institutional data, if available, shall be loaned to the union or made available to it for inspection at no cost. Management agrees to notify the union president of the availability of such data within three (3) working days of the data's availability on campus. Examples of such data are:

2.20 Management Responsibilities - (Continued)

(aa) Tenth Day Report - Report of tenth day enrollment figures reported to SBCCE.

(bb) Final Quarterly Report - Report of final quarter enrollment figures for every section offered by the college.

(cc) Budget Reports - The union shall be granted access to all pertinent budget documents and shall be granted the right to make copies at its expense. Such documents shall include but not be limited to: copies of the detailed process, forms, scheduling, preliminary compilation of division requests, detailed monthly status reports, and a copy of the college's final budget.

(dd) Reports Exchanged With SBCCE - Formal reports routinely submitted to the SBCCE or received from it.

(2) In addition, management agrees to supply the union president with certain other information. Examples of such information are:

(aa) Individual Employment Agreements - A copy of each individual employment agreement established between the Board and each academic employee, noting the academic employees' specific assignment.

(bb) Notice of Regular Board Meetings - Three (3) copies of the monthly Board of Trustees Meeting packet, including a detailed meeting agenda, minutes of the previous meeting, copies of all proposed resolutions and supporting data, and copies of all reports. These meeting packets will be given to the union president at least five (5) working days before the scheduled board meeting.

(cc) Notices of Special Board Meetings - A copy of the detailed agenda and supporting materials for all special Board meetings, including study sessions. These materials will be given to the union president at least one working day before the scheduled special meeting or study session.

(dd) Committee Lists - A copy of an annual listing of all campus committees, sub-committees and councils and their membership.

3.00 UNION-MANAGEMENT RELATIONS

3.10 Union Management Committee

(a) Establishment and Purpose - Union and management agree to establish and maintain a joint Union-Management Committee, consisting of two union representatives appointed by the union and two management representatives appointed by management. The purposes of this committee will be to review matters covered by this Negotiated Agreement and to recommend the resolution of problems related thereto. However, the committee is not to be used as a substitute for the existing grievance procedure.

(1) The committee will not discuss any concerns which the members feel have not been taken through established channels of authority, but will refer such matters to the proper administrator.

(2) The members of the committee may consider amending the Negotiated Agreement, with the approval of their constituancies; but the committee is not to be used to continue the negotiations process.

(b) Meetings - Meetings of the Union-Management Committee will be scheduled on call of either party, through its spokesman. Meetings shall be scheduled at mutally agreeable times, but not later than three working days from the date of the request. Meeting requests will be in writing from one spokesman to another and will specify the items of concern. During a requested meeting, and for the minutes, the two spokesmen may mutually determine the agenda and time for the next meeting.

(c) Chairperson - A management designated spokesman shall preside as Chairperson of the first meeting; thereafter, the Chairperson will rotate between union and management spokesmen.

(d) Minutes - Meeting minutes will be taken by a person designated by the Chairperson. The minutes shall identify each topic which is discussed and its disposition in terms of action or recommendations. Copies of the minutes of each meeting will be reviewed and initialed by the union and management spokesmen before distribution. It is mutually agreed that such minutes should be signed within five (5) working days after a meeting and that within eight (8) working days after a meeting copies of the approved minutes will be furnished to each member of the committee. Additional copies will be sent to each faculty office building, the college president, the union president and the Board.

(e) All items handled by the Union-Management Committee which alter the terms of the Negotiated Agreement in amendment shall be ratified by both the Board of Trustees and the Bargaining Unit before having the force of policy.

3.20 Representatives

Management agrees that accredited representatives of the AFL-CIO and American Federation of Teachers, whether local, state, regional or national, will have the same access to the college and its facilities as any other person(s) from the community.

4.00 ACADEMIC EMPLOYEE COMPENSATION

Full-Time Faculty

The full-time faculty annual salary schedule base shall be increased by 4.4%, effective January 1, 1989. All full-time faculty shall be placed on the step of the January 1, 1989, salary schedule for which they are eligible due to the crediting now of salary schedule movement, as provided for under Articles 4.31-4.35, which was not credited previously for 1987 through 1989. All faculty being credited for movement on the salary schedule will receive payment for the movement for the entire contract period (September, 1988, through June, 1989). All faculty, including those moving on the salary schedule, will be assessed a one-time reduction (1988-89 contract year only) of .915% of their January 1 base to fund the cost of the September through December, 1988, movement. The full-time salary schedule established January 1, 1989, will continue in effect September, 1989, through June, 1990, unless additional salary increases are granted by the Legislature.

Part-Time Faculty

Part-time salary rates shall be increased 3%, to include stipends provided for in Article 4.41, effective January 1, 1989.

4.10 Full-time Salary Schedule January 1, 1989, through June, 1990.

Experience		Educational Qualifications							
		Column 1		Column II		Column III		COLUMN IV	
Years	Step	B.A. Degree or Certification		Master's Degree		Master's Degree plus 70 quarter hours beyond the B.A. Degree		Master's Degree plus 90 quarter hours beyond the B.A. Degree	
0	1	0.90	17,404	BASE	19,338	1.10	21,272	1.20	23,206
1	2	0.98	18,951	1.08	20,885	1.18	22,819	1.28	24,753
2	3	1.06	20,498	1.16	22,432	1.26	24,366	1.36	26,300
3	4	1.14	22,045	1.24	23,979	1.34	25,913	1.44	27,847
4	5	1.22	23,592	1.32	25,526	1.42	27,460	1.52	29,394
5	6	1.30	25,139	1.40	27,073	1.50	29,007	1.60	30,941
6	7	1.35	26,106	1.45	28,040	1.55	29,974	1.65	31,908
7	8	1.40	27,073	1.50	29,007	1.60	30,941	1.70	32,875
8	9	1.45	28,040	1.55	29,974	1.65	31,908	1.75	33,842
9	10	1.50	29,007	1.60	30,941	1.70	32,875	1.80	34,808
10	11	1.55	29,974	1.65	31,908	1.75	33,842	1.85	35,775
11	12	1.60	30,941	1.70	32,875	1.80	34,808	1.90	36,742

Longevity (3%) = 580 (6%) = 1,160 (9%) = 1,740

Doctorate = $1,934

4.20 Schedule Placement

All new full-time academic employees shall be placed on the full- time salary schedule at the beginning of their contracted employment. New employees shall be fully informed by addendum to their individual contract of the factors that determined their placement on the salary schedule and that could affect their progress on the salary schedule. These factors include but are not limited to degrees, college credits, and work and military experience. The union and the employee will receive copies of this addendum.

4.21 Step Placement

The step placement of all full-time academic employees on the full- time salary schedule shall be based on documented experience. Step placement shall be rounded off to the nearest whole year after all experience from sections (a), (b), and (c) have been added together.

(a) Educational Employment Experience - Full credit shall be given for previous applicable educational employment within the last 20 years.

(b) Non-Educational Employment Experience - Full credit shall be given for applicable experience directly related to the primary assignment of the academic employee at Tacoma Community College in a non-academic setting for the most recent four years of such experience and half credit shall be given for the preceeding ten, provided all applicable experience has been within the last 15 years.

(c) Military Experience - Credit for active military service on a year-for-year basis will be granted to a maximum of two years, except where such experience is directly related to the individual's primary assignment at Tacoma Community College, in which case credit will be allowed as if it were professional experience in a non-academic setting.

(d) Step placement granted to individuals by previous salary policies shall remain in force for those individuals and shall not be subject to change in perpetuity, except as their years of service to the college permit advancement.

4.22 Column Placement

The column placement of all full-time academic employees on the full- time salary schedule shall be based on documented educational qualifications as indicated:

(a) Column I - Bachelor's Degree or qualifications acceptable for certification in an approved occupational specialty.

(b) Column II - Master's Degree.

(c) Column III - Master's Degree plus 70 quarter hours acquired after completing the Bachelor's Degree.

(d) Column IV - Master's Degree plus 90 quarter hours acquired after completing the Bachelor's Degree.

(e) Column placements granted to individuals by previous salary policies shall remain in force for those individuals and shall not be subject to change in perpetuity except as academic credits permit advancement.

4.31 Vertical Movement

Vertical movement on the salary schedule shall be at the rate of one step for each year of full-time employment provided that the academic employee fulfills all obligations of his individual contract and of this Neogotiated Agreement.

4.32 Horizontal Movement and Documentation

Horizontal movement on the salary schedule from a given column to a higher paying column shall take place the quarter immediately following the date on which the college receives acceptable documented evidence that the academic employee has satisfied the requirements for the higher paying column. Refer to 8.62 for examples of acceptable forms of documentation.

4.33 Doctorate

If a full-time academic employee has an earned doctorate, add 10 percent of the "Base" to the salary indicated by that employee's placement on the salary schedule for full-time academic employees.

4.34 Professional Development Credits

After an academic employee's initial placement on the salary schedule, credits not paid for by the College and earned by the employee per his professional development plan (8.61) shall apply towards horizontal movement and longevity. Credits may be earned as follows:

(a) One (1) quarter-hour of academic credit shall be equal to one (1) professional improvement credit.

(b) Twenty (20) hours of conferences or seminars shall be equal to one (1) professional improvement credit.

(c) Forty (40) hours of type 8.60 (f) shall be equal to one (1) professional improvement credit.

4.35 Longevity

(a) Five Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for five years and has acquired twelve quarter-hours since he has been on the twelfth step--add three percent (3%) of the base.

(b) Ten Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for ten years and has acquired twenty-four quarter-hours since he has been on the twelfth step--add six percent (6%) of the base.

(c) Fifteen Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for 15 years and has acquired 36 quarter-hours since he has been on the twelfth step--add nine percent (9%) of the base.

(d) Doctoral Credits - Credits applied to a doctorate degree for which an academic employee is getting a ten percent (10%) increase cannot apply to longevity.

4.41 Stipends for Coaching and Activity Supervision for January 1, 1989, through June 30, 1990.

Gymnasium Supervisor	$3,111	
Men's Basketball - Head Coach	3,079	
Men's Basketball - Assistant Coach	1,731	
Women's Basketball - Head Coach	3,079	
Women's Basketball - Assistant Coach	1,731	
Men's Baseball - Head Coach	2,117	
Fall Baseball	1,121	
Men's Baseball - Assistant Coach	1,196	
Women's Softball - Head Coach	2,117	
Women's Softball - Assistant Coach	1,196	
Men's Track and Field - Head Coach	2,117	
Women's Track and Field - Head Coach	2,117	
Cross Country - Head Coach	1,313	
Golf - Head Coach	1,480	
Tennis - Men's Head Coach	1,480	
Tennis - Women's Head Coach	1,480	
Volleyball - Women's Head Coach	2,117	
Soccer - Men's Head Coach	2,117	
Soccer - Assistant Coach	1,196	
Athletic Trainer (9 month contract)	4,033	
Intra-murals	2,474	
Extra-murals	2,474	
	13.62	per hour of travel and tournament time up to $1,725
Drama Coach	867	per play
Swing Choir Director	906	
Director - Drama	329	per play (experienced) or
	165	per play (student)

4.42 Stipends for Department Chairmen January 1, 1989, through June 30, 1990.

Number of Full-Time Equivalent Academic Employees in the Department:

	Faculty FTE of 5.0 or less	Faculty FTE between 5.1 and 10.0	Faculty FTE of 10.1 or more
Annual Stipend	$1,018	$ 1,434	$ 1,603

(b) Calculation of Stipend - Payment for the department chairman's stipend for assigned services during the regular college year shall be based on the number of full-time equivalent academic employees in the department. The fall quarter full-time equivalent departmental total of assigned academic employees (including full and part-time employees) shall be used to establish the annual stipend. Following confirmation of departmental chairmenships by the president of the college, the supervising dean and the department chairman will calculate the departmental total of academic employees and report this information to the Academic Employees' Personnel Office, normally by the eighth (8th) day of the fall quarter.

(c) Stipends for Summer Quarter - Payment for any assigned services during summer quarter will be at the applicable part-time rate for office hours as stipulated in 4.71 of this Negotiated Agreement.

4.43 Major Curriculum Development

Academic employees may be assigned released time for major curriculum development.

4.50 Travel Reimbursement

(a) All academic employees will be assigned a base site for their college duties. Every effort will be made to give the employee's total assignment at his/her base site.

(b) When an academic employee's assignment requires travel from his/her base site to a non-base site location, college vehicles will be provided for the travel, per established procedures, when they are available. Mileage payment will be made as in accordance with college policy and approved by the college president or his designee, for use of private vehicles, when college vehicles are not available.

(c) Nothing in this Negotiated Agreement shall be construed to require academic employees to own or operate a motor vehicle. However, academic employees are responsible to get to their assigned locations. Management will take into accounting reasonable travel time in making employee assignments.

4.60 Salary Payments

Salary payments shall be made to academic employees according to the following provisions:

(a) Each full-time academic employee shall be paid one-twelfth (1/12) of his or her annual salary each month beginning in September through May with the remaining one-fourth (1/4) to be paid upon completion of his or her contract. All monthly salary payments will be made in accordance with State adopted lagged payroll schedules and procedures.

(b) For part-time academic employees working regularly scheduled quarters, salary payments for the immediately preceding pay period shall be made on the following days:

(1) Fall Quarter - 25th calendar day of October and November and 10 days after the last scheduled day of fall quarter.

(2) Winter Quarter - 10th calendar day of February and March and 10 days after the last scheduled day of winter quarter.

(3) Spring Quarter - 10th calendar day May and June and the 10 days after the last scheduled day of spring quarter.

(4) Summer Quarter - Ten (10) days following the last scheduled day of the first half of summer quarter and 10 days following the last scheduled day of the second half of summer quarter.

(c) For part-time academic employees not working regularly scheduled quarters, salary payments shall be made at least once a month and pay dates will be included on or attached to the individual employee's Individual Employment Agreement.

4.70 Compensation for Part-time Academic Employees

(a) Salaries for part-time academic employees apply to all part-time employment for summer, fall, winter, or spring quarters.

(b) Part-time assignments are subject to change in accord with the needs of the college. Unless specified within the terms of an individual contract, all part-time assignments are for only one (1) quarter.

(c) If a class is cancelled, the part-time academic employee will be paid for all authorized instructional contact hours worked, but in no case shall this amount be less than five (5) percent of the contractual salary for that class.

(d) Any full-time academic employee working a full-time load as defined in 6.00 for four (4) consecutive quarters shall be paid one- third (1/3) of his current full-time salary for the fourth quarter.

(e) Full-time academic employees accepting part-time employment beyond their regular contracted assignment will be considered part- time employees for that portion of their service.

4.71 Part-Time Salary Schedule for January 1, 1989, through June 30, 1990.

Credit Hours	Quarterly Rates	ADD for Contact Hours BEYOND Credit hours.
1	$ 336	
2	672	
3	1,008	Contact Hours/Rate
4	1,344	1/$153 2/$306
5	1,680	3/$459 4/$612

(a) For formal instructional services, rates are based on a standard 11-week quarter for a 5-credit class, usually, but not necessarily broken down into 55 instructional contact hours of 50 minutes each of that equivalent. The schedule also provides for adjusting the instructional rate of pay for each instructional contract hour beyond credit hours.

(b) Quarterly rates for instructional services include a factor of + 0.70 for office and preparation time and a factor + 0.05 for incidental meeting and conference time.

(c) Rate for Non-Supervisor Math-Lab Instruction - $27.90 per hour of service. This rate shall apply to those part-time positions where the instructor is not in charge of the total lab operation at the site of employment and specifically applies to instructors working in the campus evening and Saturday program.

(d) Rate for Other Professional Services - $14.06 per hour of service. For services other than formal instruction, compensation for the quarter is based directly on the hours of assigned service. Services included in this category are as follows: (1) Library, (2) Student Services, (3) Office hours, (4) curriculum development, (5) course planning and preparation, (6) laboratory supervision, (7) seminar supervision, (8) independent study supervision, and (9) program coordination.

(e) Rate for Non-Credit Education - Instruction of non-credit courses shall be paid at a rate of no less than $13.00 per instructional hour.

4.80 Monitoring of Salary Increases

Because the Legislature placed an absolute dollar limit which can be expended for faculty salary increases during each year of this biennium, the parties to this agreement will confer before the issuing of spring quarter part-time faculty contracts to determine whether or not adjustments in part-time salary rates are necessary to assure compliance with legislative intent.

5.00 ACADEMIC EMPLOYEES' FRINGE BENEFITS

5.10 Leaves of Absence

During the course of employment of academic employees, it may be in the best interests of the students, the institution, the individual and the public for the employee to be asbent from the job for varying periods of time. It is the purpose of this article to define the several kinds of leave, the goals at which they aim, and the conditions under which they may be granted.

5.11 Professional Leave

(a) Purpose - The purposes of professional leave are these:

(1) To provide the academic employee with an opportunity to improve, extend or renew his or her professional skills through a plan of study, research or creative work.

(2) To provide needed and useful services to the college upon the academic employee's return, utilizing a specified project to be completed while on the leave.

(b) Application for Professional Leave

(1) Applications for all professional leaves must be prepared in accord with instructions developed by the Professional Leave Committee and provided by the college administration. These applications shall be submitted to the college president through the employee's immediate supervisor.

(2) First consideration will be given to applications for professional leave which are submitted to the college president on or before the first day of Feburary in the academic year preceding the year of the proposed leave. Notification of those selected will be made to all applicants no later than the end of winter quarter of the year preceding the requested leave.

(3) Applications for professional leave received later than the first day of Feburary shall be considered after processing all those received by the first day of Feburary.

(4) The general plan of the proposed leave, and/or the project to be completed, will be specified in the leave application and may not be substantially modified except as provided in Section 5.11 (b)(8) below.

(5) All professional leave applications which have been properly prepared and submitted will be referred to the Professional Leave Committee no later than five (5) working days after the applications are submitted to the college president.

(6) The professional Leave Committee will be selected annually and will consist of four academic employees, three of which are from the following divisions--one from English and Communications or Arts and Humanities, one from Social and Behavioral Science or Business and Office Education, one from Mathematics and Science or Allied Health--and one elected by the student services and library academic employees as a group, and one administrator appointed by the president of the college.

5.11 Professional Leave - (Continued)

(7) The Professional Leave Committee shall keep a public and written record of its deliberations and by the second Thursday in March shall provide the applicant and the college president with its written recommendations on applications submitted by the first day of February in the academic year preceding the year of the proposed leave. The union will be notified of such action by the third Thursday in March.

(8) Both the recommendations of Professional Leave Committee and the president shall be given to the Board for consideration.

(9) Final approval and granting of Professional Leave, or the subsequent modification of leaves previously granted, shall rest with the Board, upon recommendation of the Professional Leave Committee and the president of the college.

(c) Major Factors in Granting Professional Leave

(1) Suggested criteria for evaluating the merit of the individual applications will include, but not be limited to, needs of the college, seniority, previous leaves, and the applicant's plans and demonstrated ability to carry them out.

(2) First consideration will be given to applications which are planned to fulfill both of the above purposes of Professional Leave (5.11 a).

(d) Eligibility

(1) A full-time academic employee may be considered for professional leave for a maximum of three consecutive quarters, exclusive of summer quarter, in any six-year period.

(2) The applicant will be tenured and will have at least three (3) years of full-time employment with the college prior to the requested leave.

(3) Upon return from the requested leave and before retirement, the applicant will have time to complete a period of full-time service to the college equal to the amount of leave.

(4) Professional leave may be granted for a period of time not to exceed three consecutive quarters, exclusive of summer quarter.

(e) Budgeting for Professional Leaves - The total of the professional leaves granted by management for any single academic year will be based on fiscal and programmatic considerations.

5.11 Professional Leave - (Continued)

(f) Compensation and Benefits While on Professional Leave

(1) An academic employee on professional leave will be compensated by the college at seventy-five percent (75%) of the normally contracted salary for the period of the leave.

(2) Employment benefits, including seniority, salary increments and college contributions to medical plans, shall remain in force during professional leave.

(3) Acceptance of a professional leave shall not prejudice the academic employee's rights to be considered for other forms of leave.

(g) Completion of Leave

(1) The recipient of a professional leave, upon completion of the leave, shall agree to return directly to the college district to render service of benefit to the college and commensurate with the value of the amount of leave so granted or for a full-time assignment, for a period equal to the length of the professional leave.

(2) In case the recipient does not return to the college district, he shall refund to the college all compensation provided to the employee by the college during the leave, on terms satisfactory to the president of the college.

(3) The recipient of a professional leave, within 60 days of completion of the leave and return to the college, shall provide to the president of the college a written report to include the following, as appropriate: evidence of improved or extended professional skills, the status of the plan or project undertaken during the leave, the potential value of the project to the college, and the recommendations for implementing the results of the plan or project.

(4) Acceptance of a professional leave for completion of a specific project constitutes an agreement to complete the project to the satisfaction of management. After a review of the project by the Professional Leave Committee and the president of the college and upon their recommendations, the Board may require the recipient of Professional Leave to return to the college that portion of payment proportional to the amount of the task that the board finds the recipient has not completed within the time agreed upon. In the case of illness, accident, or other occurrence which seriously disrupts an applicant's schedule for completion of the leave, the Board of Trustees will consider an application from the affected employee for an appropriate adjustment in time and requirements for fullfillment.

5.12 Illness, Injury, Bereavement and Emergency Leave

From time-to-time, it may be necessary for academic employees to be absent from the job because of illness, injury, bereavement or emergency pursuant to RCW 28.B.50.551, as amended.

(a) Full-Time Academic Employees - The Board shall grant to all full- time academic employees, including temporary academic employees, leave with full compensation for illness, injury, bereavement and emergencies, such leave hereinafter referred to as "sick leave" for ease of reference, as follows:

(1) All full-time academic employees under contract for at least three consecutive academic quarters, will accrue twelve (12) days of sick leave per academic year, commencing with first day on which work is performed.

(2) Sick leave entitlement may be accumulated, without limitation, after the first three-quarter period of employment at the rate of four (4) days per quarter and may be taken at any time.

(3) Notification of accumulated leave will be provided to each academic employee at the beginning of each academic year.

(4) Upon written request to the Personnel Office, an academic employee shall be provided a status report of his or her accrued leave time.

(b) Part-Time Academic Employees - Part-time academic employees shall be entitled to one (1) contractual day of sick leave per quarter, as defined by that particular individual's contract or one (1) instructional contact hour of leave for every ten (10) instructional contact hours assigned up to a maximum of three (3) instructional contact hours per quarter. This leave may be taken without salary deduction, for illness, injury, bereavement and emergency, provided that prior notification is given to the appropriate management supervisor. This leave is noncumlative.

(c) Attendance Incentive Program - Pursuant to Chapter 150, Laws of 1979, and Chapter 182, Laws of 1980, all full-time academic employees are eligible for participation in an Attendance Incentive Program under which they may receive remuneration for unused sick leave. In addition to the regulation of statutes, the Attendance Incentive Program shall be governed by the following provisions:

(1) Sick Leave Accounts - Sick leave entitlement shall be accrued by academic employees in two separate accounts defined as follows:

(aa) Compensation Account: The account to which all compensable sick leave days are credited. A full-time academic employee shall accrue one day of compensable sick leave per month for each month the employee is under contract and works five or more days.

5.12 Illness, Injury, Bereavement and Emergency Leave - (Continued)

(bb) Auxiliary Account: The account to which all noncompensable sick leave days are credited. All sick leave days accrued by an academic employee which are not credited to the compensation account shall be credited to this account.

(2) Previously Accrued Sick Leave - Academic employees who accrued sick leave prior to June 12, 1980, shall have such accrued sick leave divided between the two accounts (compensation and auxiliary):

(aa) So that not more than one day of accrued sick leave per month worked shall be credited to the compensation account for each year of service;

(bb) So that any sick leave days accrued in excess of one day per month worked for each year of service shall be credited to the auxiliary account; and

(cc) So that the total accrual of sick leave days in both accounts shall not exceed 180 days.

(3) Accrual of Additional Sick Leave - Academic employees who accrue sick leave after June 12, 1980, shall have such accrued sick leave divided between two accounts (compensation and auxiliary):

(aa) So that not more than one day of accrued sick leave per month worked shall be credited to the compensation account;

(bb) So that any sick leave days accrued in excess of one day per month worked shall be credited to the auxiliary account; and

(cc) So that the total sick leave days accruing to both accounts in any calendar year shall not exceed twelve (12) days.

(4) Use of Accrued Sick Leave: An academic employee shall have all sick leave days used during a calendar year deducted from his compensation account. When the employee's entire compensation account is depleted, additional sick leave days used shall be deducted from his auxiliary account.

The most recently accumulated sick leave days in the employee's compensation account (last-in) shall be the first days deducted from the employee's compensation account.

5.12 Illness, Injury, Bereavement and Emergency Leave - (Continued)

(5) Compensation for Unused Sick Leave

(aa) In January of each year, and at no other time, an employee whose year-end sick leave balance in the compensation account exceeds sixty days may choose to convert sick leave days accrued in the previous calendar year which have not been used during the year to monetary compensation. The number of days converted may not exceed one day per month worked. Any employee who chooses to convert his/her sick leave days shall submit a written request to the personnel office.

(bb) No sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty days.

(cc) Monetary compensation for converted compensable days shall be at the rate of one full day's pay for every four days converted. The amount of the employee's full day's pay shall be based on the employee's salary at the time of conversion.

(dd) All converted days shall be deducted from the employee's compensation account balance.

(ee) Employees who separate from the district on or after June 12, 1980, due to retirement or death shall be compensated for their unused compensable sick leave accumulation at the rate of one full day's pay for every four days converted. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system.

(6) Exclusions

(1) Compensation for unused sick leave shall be excluded from computations of retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.

(2) An employee who separates from the district for any reasons other than retirement or death is excluded from compensation for accrued sick leave.

5.12 Illness, Injury, Bereavement and Emergency Leave - (Continued)

(d) Documentation of Illness/Injury - An academic employee who is absent from work on account of illness or injury for ten consecutive working days shall be required to provide the college personnel office with a note concerning treatment for the illness or injury. The note must be signed by a physician or nurse practitioner.

(e) Bereavement Leave for Full-Time Academic Employees - Full-time academic employees may use up to five days per year of bereavement leave in the case of the death of the employee's: children, spouse, mother, father, siblings, grandmother, grandfather, or mother or father-in-law. Such leave will be deducted from leave designated as sick leave which includes leave for illness, injury, bereavement and emergencies. The employee may request additional leave if needed. In exceptional cases of the death of an individual, who, although not an immediate family member, holds a position of one of the relatives listed above, bereavement leave shall be granted.

(f) Emergency Leave - An academic employee may take leave without salary deduction for emergencies. Such leave shall be deducted from leave designated as sick leave, which includes leave for illness, injury, bereavement and emergencies. For the purpose of this section, an emergency is an event which is unavoidable, serious, important, unanticipated, beyond the control of the employee and for which preplanning is not possible. An employee taking such a leave shall, whenever possible, notify their management supervisor or the personnel office prior to or at the time the leave is taken, but in any event no later than two working days after initiating the leave unless there are extenuating circumstances. The employee, upon return to work will provide the college personnel office with a completed emergency absence report.

5.13 Personal Leave for Full-Time Academic Employees

Full-time academic employees are eligible to use up to four (4) nonaccumulative personal leave days per instructional year commencing with the first day upon which work is performed. This leave is intended to be used for situations of a personal nature which cannot be reasonably accommodated during non-working hours such as conducting personal business affairs.

Whenever possible and predictable, academic employees will give the appropriate management supervisor at least one week's notice of intention to take personal leave.

5.15 Jury Duty Leave

Leave of absence for jury duty, to serve as a witness at trials, or to exercise other required civil duties will be granted to all academic employees. In such case, a salary adjustment will be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so that there is neither a financial gain nor loss to the employee. Alternately, the employee may sign over his or her check received for such civil duty (or submit same in cash), less travel expenses.

5.17 Leaves Without Pay

Upon request, the Board of Trustees shall grant leave without pay to full-time academic employees for Maternity, Temporary Disability, and Government Service Leaves. Furthermore, the Board of Trustees may grant leave without pay for other reasons to full-time academic employees who have been employed at the college one year whenever such leave does not impose a financial or instructional hardship on the college. A tenured academic employee may also request a partial leave without pay. No partial leave without pay shall be granted without a prior request in writing from the employee. A tenured academic employee who is awarded a partial leave without pay will receive a proration of his or her regular full-time salary based upon the precent of a full- time assignment worked and will be entitled to the usual benefits related to salary paid and hours worked. These personal and/or professional reasons for granting leaves shall include, but not be limited to: study, research, teaching, travel, work experience, or professional organizational work.

(a) Conditions for Leave Without Pay

(1) Management shall guarantee the academic employee a position upon return from Maternity, Temporary Disabiity, and Government Service Leaves. Furthermore, management shall guarantee the academic employee a position upon return from other leaves without pay if, prior to granting the leave, this fact is established in writing by the college president.

(2) For leaves other than those specified in Item 5.17(a)(1) above, management shall guarantee the academic employee that he will be reinstated at the end of the leave period if an opening exists for which he is qualified.

(3) A leave without pay shall be limited to a maximum of one (1) academic year. Management may grant an extension of the leave.

(4) An academic employee on leave without pay may retain college fringe benefits by paying applicable contributions in full.

(b) Application for Leave Without Pay - Written applications shall be presented to the appropriate dean after consultation with the appropriate division chairperson or management supervisor. Applications shall be presented as early as possible, but no later than sixty (60) working days prior to the effective date of the intended leave. Applicants will receive notification of the Board's action no later than immediately following the next Board meeting at which the application can be presented. Applicants must notify the Board of their acceptance or rejection within thirty (30) working days after notification of Board action, but in any case, not less than ten (10) calendar days prior to the effective date of the leave. When necessary, management will consider special applications on a shorter term than indicated above.

5.17 Leaves Without Pay - (Continued)

(c) Types of Leave Without Pay

(1) Professional Leave Without Pay - Professional reasons such as study, research, teaching, travel, work experience, or professional organization work.

(2) Temporary Disability Leave - Leave without pay shall be granted to full-time or tenured academic employees for a period up to one year for documented, temporary disabilities (including, but not limited to those related to pregnancy, miscarriage, abortion, childbirth, and recovery from the above), and may be granted for additional periods upon application to the Board of Trustees.

For an academic employee's initial leave without compensation for temporary disability request, documentation may, in the president's discretion, be required prior to the meeting of the Board of Trustees where action on the leave request is scheduled to occur. Documentation shall be required for all subsequent requests for leave without compensation and must be submitted at the time of the request for leave without compensation. However, this requirement may be waived in the president's discretion in extenuating circumstances. Nothing in this provision shall limit the academic employee's right to use accrued illness, injury, bereavement or emergency leave.

(3) Maternity Leave

(aa) Upon request, Leave Without Pay shall be granted to a full-time female, academic employee for maternity purposes, upon documentation of her pregnancy. Furthermore, upon request, Leave Without Pay may be granted to a full-time male academic employee for maternity purposes, upon documentation of his wife's pregnancy and if such Leave Without Pay does not impose a financial or instructional hardship on the college.

(bb) An academic employee shall be entitled to take such leave for maternity purposes for a reasonable length of time and thereafter return to his/her job under the same terms and conditions as any other academic employee.

(4) Government Service Leave - Leaves of absence without pay will be granted to full-time academic employees for reserve annual encampment and other active duty for training, national emergency call up of reserves, conscription or enlistment in time of national emergency. Applicable benefits shall accrue to the employee on such leave as provided by law, provided the affected academic employee indicates in writing to the president, his/her desire to return to this institution within sixty (60) days of severance from the armed services.

(5) Other - Full-time academic employees may be granted leave without pay for reasons other than the above upon making a reasonable request for such leave to management.

5.18 Sick Leave Bank

(a) Enabling Legislation - This sub-section will be developed and implemented should the Washington State Legislature pass enabling legislation.

(b) Court Determination - Should a court having competent jurisdiction over the college enter a final order which is not appealed, holding that management has the power to develop a Sick Leave Bank, then management will implement so much of (c), below, as is not inconsistent with such court order. Inclusion of this section in the Negotiated Agreement shall not prohibit the union from seeking a decision in court enabling such a Sick Leave Bank.

(c) Sick Leave Bank Provisions

(1) For the purpose of assisting full-time academic employees who have the misfortune to become disabled with long-term illnesses, a Sick Leave Bank for academic employees shall be established in the district.

(2) The Sick Leave Bank is a voluntary program in which all full-time academic employees may participate.

(3) Each participating employee shall contribute one day of accrued sick leave to the Sick Leave Bank during the month of September or during the first month of the full-time employment by the college, if employed for less than a regular college year. The opportunity to join or withdraw from the Sick Leave Bank Program shall not be available at other times during any given academic year.

(4) Thereafter, each time the Sick Leave Bank becomes depleted the participating members will be taxed one (1) additional day each from their accrued sick leave time to restock the bank.

(5) To be eligible as a member of the Sick Leave Bank Program to use Sick Leave Bank days, and to prevent abuse of the program, an employee must have exhausted his/her accrued personal sick leave days and have been absent without pay for fifteen (15) additional consecutive work days.

(6) Maximum withdrawal days for an individual employee from the Sick Leave Bank shall be forty (40) days for any one (1) illness or injury or complication thereof, for any given college year.

(7) An employee withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.

(8) The Sick Leave Bank will operate as an institutional service to academic employees, with necessary records and reports retained with the master personnel records.

(9) The union president or his designee and a designated management representative will develop necessary application and processing forms for use in operating the Sick Leave Bank and monitor the operation of the program and adjust procedures as needed.

(10) Accrued leave days which have been transferred to Sick Leave Bank may not be returned to the contributor's personal account.

5.18 Sick Leave Bank - (Continued)

(11) An individual's rights and privileges of membership in the Sick Leave Bank will remain in force for the academic year if that person is unable to make a normal contribution of days to the bank.

5.20 Insurance Plans

(a) Management agrees to provide to full-time academic employees all employer paid group health, dental, and other appropriate insurance programs which are approved by the State Employees Insurance Board and funded by the Legislature.

(b) Management agrees to provide to part-time academic employees all employer paid group health, dental, and other appropriate insurance programs which are approved by the State Employees Insurance Board (SEIB) and funded by the Legislature, provided that these part-time academic employees meet the eligibility requirements of the SEIB.

(c) Management agrees to make payroll deductions from an academic employee's salary for employee-paid insurance plans recognized by the Washington State Payroll System for payroll deduction, when such deductions are requested by the academic employee.

(d) The individual employment agreement for each part-time academic employee shall specify whether or not he is eligible for insurance benefits.

5.21 Worker's Compensation

In case of accidents which occur to academic employees during working hours and/or while carrying out professional responsiblities, management agrees to maintain maximum allowable coverage under current Worker's Compensation legislation.

5.30 Retirement Benefits

Management will make available retirement options as provided by statute.

5.40 Unemployment Benefits

Management will provide, as approved by law, Washington State Unemployment Benefits.

5.50 Parking

Management agrees to make parking facilities available to academic employees in accord with Board approved regulations governing campus parking and traffic.

5.60 Severance Pay

Management agrees to provide severance pay as authorized and funded by the Washington State Legislature.

6.00 CONTRACT YEAR AND LOAD

6.10 Contract Year

The contractual year for all full-time academic employees shall be 176 days, consisting of three (3) instructional quarters (Fall, Winter, and Spring) plus pre-instructional days as defined below.

6.11 Contract Year Definitions

(a) Fall, winter, and spring quarters shall consist of 55 days plus or minus one day and shall typically be scheduled Monday through Friday. The last five days shall be used for final exams and grading.

(b) The summer quarter shall be 35 days (plus or minus one day) and shall typically be scheduled four days per week, Monday through Thursday. Courses offered during the summer quarter shall include an equivalent number of instructional contact hours as the same courses when offered during the fall, winter or spring quarters.

(c) Pre-instructional days shall be utilized for advising, minor curriculum revision and/or minor program development and other tasks assigned by the appropriate management supervisor. These pre-instructional days will be scheduled immediately prior to and/or following each instructional quarter. Advising for student program-planning is generally conducted up to six (6) days during summer quarter, five (5) days preceding the fall quarter, two (2) days between fall and winter quarters and two (2) days between winter and spring quarters. Assignment of five (5) program advising days will be made an addendum to the individual employment agreement of the academic employee. Personal preference for program advising days will be given consideration wherever possible. If academic employees work between fall and winter quarters, they will not have to advise between winter and spring quarters and vice versa. Summer advising will be by mutual consent of the academic employee and the appropriate management supervisor.

6.12 Alternatives to Contractual Assignments

(a) The following alternatives to the definitions of a contract year and daily work span (Sections 6.11 and 6.21) may be implemented either by mutual agreement between the academic employee and the appropriate management supervisor or through management assignment of an academic employee where there is a lack of necessary work within the periods of time specified in Sections 6.11 and 6.21. In either case, the academic employee shall be informed in writing of his/her right to union representation prior to any action taken.

(1) Arrangements may be made to substitute alternate days for an equal number from the contractual year as defined in 6.11.

(2) A summer quarter of full-time employment may be substituted for a fall, winter or spring quarter.

6.12 Alternatives to Contractual Assignments - (Continued)

(3) Arrangements may be made for full-time employment for a specific task and for a specific number of days which may differ from the contractual year.

(4) The employee may be assigned a class with an alternate schedule involving fewer days per week, more hours per class session, and/or days not included in the definitions of fall, winter, spring, or summer quarters defined in 6.11. In such cases, the total number of instructional contact hours for the course shall be maintained and the instructional load requirements shall remain the same.

(5) An academic employee's work week may be extended beyond five (5) days.

(6) An academic employee's daily work span may be extended beyond seven hours.

(b) The union will receive a copy of any memorandum of agreement or assignment between an academic employee and his management supervisor under this Section (6.12) within 10 working days of the signing of such an agreement.

(c) In those cases where an alternative to contractual assignments is made by management, the following provisions shall apply:

(1) There shall be a lack of necessary work within the periods of time specified in Sections 6.11 and 6.22 of this agreement.

(2) The appropriate management supervisor shall consult with the members of the department or program affected.

(3) Alternate schedules shall be rotated through the program or department inasmuch as it is possible.

(4) Management will make every effort to avoid assigning an individual faculty member more than one alternative to the standard work assignment in any one year.

6.13 Suspended Operations

If the president finds it is necessary to suspend college operations because of emergency conditions, the president may, after consultation with the union president, extend the class schedule to regain the days lost by the emergency. Except in cases of extreme exigency, the college president shall allow the union five (5) working days to consult with the faculty before rendering his decision on extension of classes. Emergency conditions include but are not limited to severe weather, riot, civil disturbance, loss of power, loss of heat.

6.20 Load

6.21 Definitions

(a) Work Week - The normal work week for full-time academic employees shall be 35 hours spent on college services as assigned.

(b) Daily Work Span - The daily work span for full-time academic employees shall not exceed seven hours. By mutual agreement between the appropriate dean and the academic employee, arrangements may be made for a longer daily work span.

(c) Instructional Contact Hour - An instructional contact hour is defined as 50 minutes during which an academic employee meets with a group of students to perform the following:

(1) Lecture and/or discussion instruction, or

(2) Laboratory, clinical, physical education (activity classes) or studio instruction.

(d) Non-Instructional Activities - Non-instructional activities include student services, instructional resource services, program coordination, research and development, meetings and symposia.

6.22 Job Responsibilities

(a) Instructional Academic Employees - A full-time academic employee whose primary assignment involves instruction has professional responsibilities which go beyond instructional contact hours. These professional responsibilities are an integral part of the instructional academic employee's work load, and may include the following: Advising and counseling of students, committee work, class preparation, laboratory preparation, reading and grading of papers and tests, minor curriculum revision and course development, keeping abreast of literature within the area of competence, attendance at department, division and general faculty meetings, helping students with class related questions and other instructionally related activities. In order to be readily available to meet student's needs, all full-time instructional academic employees shall spend an average of five hours on campus each contract day and shall be available in their offices a minimum of five (5) hours per week for conferring with students. These office hours shall be posted on the office door, entered in the record kept by the respective building secretaries and, unless directed otherwise by Management, shall be maintained by the academic employee. All full-time instructional academic employees' schedules shall include a minimum of 25 hours of the 35 work-week hours on campus or other assigned sites. Conflicts in assigned responsibilities will be resolved with the appropriate Management Supervisor.

(b) Non-Instructional Academic Employees - A full-time academic employee whose primary assignment involves non-instructional activities shall spend 35 work-week hours performing professional responsibilities as assigned by the appropriate management supervisor, in accord with the needs of the college.

6.22 Job Responsibilities - (Continued)

(c) Committee Assignments - No academic employee shall be required to serve concurrently on more than one committee, board, or council of the college. If an academic employee is serving on a recognized union committee, this requirement is satisfied. Recognized union committees include the following: (1) Union Management Committee, (2) Negotiations Committee, (3) Union Executive Committee.

(d) Distribution of Advisees - In so far as possible, all full-time academic employees shall have an equal number of advisees. Exceptions to this can be made with the consent of the instructor.

6.23 Instruction Load for Full-Time Academic Employees

An instructional load for full-time academic employees shall be an annual average of 14-19 instructional contact hours per week for each instructional quarter. Individual assignments determine maximum average instructional load as follows:

(a) Lecture and Discussion - Individual assignments involving only lecture and/or discussion instruction shall be no more than 15 instructional contact hours per week for each instructional quarter. An employee with 15 hours of this type shall not be assigned additional type (b) hours.

(b) Laboratory, Clinical, Physical Education (Activity Classes) or Studio Instruction - Individual assignments involving only laboratory, clinical, physical education (activity classes) or studio instruction shall be not more than 20 instructional contact hours per week for each instructional quarter.

(c) Combination - Individual assignments involving a combination of type (a) and (b) assignments shall average 16 to 18 instructional contact hours per week for the contractual year.

(d) Cooperative Education or Independent Study - Individual assignments involving cooperative education and/or independent study shall be based on 375 student credit hours as equivalent to a full quarterly load.

6.24 Instructional Load for Part-Time Academic Employees

Pursuant to the definition of part-time academic employee, the instructional load limitations shall be as follows:

(a) Lecture and/or Discussion - Individual assignments involving only lecture and/or discussion instruction shall not exceed ten (10) instructional contact hours per week for each instructional contact quarter.

6.24 Instructional Load for Part-Time Academic Employees - (Continued)

(b) Laboratory, Clinical, Physical Education (Activity Classes), or Studio Instruction - Individual assignments involving only laboratory, clinical, physical education (activity classes), or studio instruction shall not exceed fourteen (14) instructional contact hours per week for each instructional quarter.

(c) Combination - Individual assignments involving a combination of types (a) and (b) assignments above, shall not exceed twelve (12) instructional contact hours per week for each instructional quarter.

(d) Cooperative Education or Independent Study - Cooperative education and/or independent study assignments shall not count as part-time load, as specified in (a), (b) and (c) above, unless the assignment exceeds 25 student credit hours per quarter.

(e) Exceptions - Because management needs flexibility in certain instructional areas, exceptions to these limitations may be granted after mutual consent of the appropriate management supervisor, the department chairman, or program coordinator, and the academic employee. These exceptions shall not exceed 75% of the full-time work load except in the areas of Journalism and Nursing where the work load shall not exceed 80%. The union shall be informed of all such exceptions. If the same position is affected by these exceptions for a majority of six quarters within any two-year period, a full-time academic position will be established.

6.25 Non-Instructional Load for Part-Time Academic Employees

A non-instructional load for a part-time academic employee shall not exceed 24 hours per week.

6.26 Combined Instructional and Non-Instructional Load

A full-time academic employee may be assigned a load involving both instructional and non-instructional activities. In such cases, the total workload shall be prorated between instructional and non-instructional time. The proration shall be based on the load restrictions for each activity assigned. Comparative prorations shall be made in cases of combined instructional and non-instructional loads for part-time academic employees.

6.30 Discontinuance of Small Classes

The justification for discontinuing any credit class which has an actual enrollment of less than 15 students by the first day of the quarter will be reviewed by the program administrator, the department chairman, and the academic employee who has been assigned the class. No credit class shall be discontinued without such a review.

6.40 Class Size

Academic employees' class sizes will not be indiscriminately changed or amended; nor will class sizes be changed or amended without taking under advisement the opinion of the appropriate department or program faculty. The union will be informed of any changes in established class sizes on a quarterly basis.

7.00 CALENDAR

7.10 Calendar Development

(a) A draft of the annual institutional calendar shall be developed by Management. The union will be informed when the calendar development process is to begin and asked for input. The Executive Dean - Education Services shall prepare a draft which shall specify the following dates for each quarter: (1) beginning and ending dates, (2) final examination dates, (3) registration dates available to students, and (4) holidays. The beginning and ending dates for each instructional quarter shall be consistent with the terms of Article 6.00 of this agreement, concerning contractual year and instructional load.

(b) This draft will be submitted to the union and an ad hoc sub-committee of the College Council, consisting of a faculty member, a classified member, and a student member, for comments and suggestions for revision two (2) working weeks prior to submission to the College Council for review.

(c) The calendar proposal shall be submitted to the College Council during the month of November for approval at its December meeting.

7.20 Board Adoption of the Calendar

The proposed calendar, as approved by the College Council, shall be submitted to the Board of Trustees at its January Board meeting prior to the academic year of the proposed calendar.

7.30 Contractual Year

The contractual year will be established through contract negotiations.

8.00 ACADEMIC EMPLOYEE PERSONNEL PRACTICES

8.10 Academic Freedom

The Board recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees free to teach broad areas of knowledge, including those which may be considered controversial. Academic freedom implies not only the freedom of discussion in the classroom, but also the absence of unusual restriction upon the teacher's method of instruction and testing, provided that they are consistent with the academic employee's assignment. Every academic employee is presumed competent and responsible until specific evidence is brought forward to the contrary. No suspicion concerning either the judgment or the goodwill of the academic employee should find any place in our administrative regulations or customary procedures. The rights guaranteed to all citizens under the Constitution of the United States of America in regard to freedom of speech shall not otherwise be limited or diminished by reason of a person's employment by the college. Whenever any group or individual brings charges against an academic employee concerning that employee's freedom to teach, the employee may request that the Board of Trustees grant, without charge to the academic employee, the necessary and sufficient leave, legal assistance and other support for the protection of that individual's academic freedom. The Board of Trustees shall grant such a request if provided by State law (RCW 4.92.060 and RCW 4.92.070).

8.20 Personnel Records (Content)

(a) The only information placed in the academic employee's file will be that which relates to rendering of professional services and the performance thereof. No anecdotal records or other information shall be placed in the personnel file of an academic employee without the prior knowledge of the individual. Knowledge will be indicated by the employee's dated initials on the entry which denotes awareness, not necessarily agreement with the material.

(b) Any information which is used to evaluate the performance of service of the academic employee shall be placed in the personnel file.

(c) In the case of new academic employees, all confidential or privileged material (i.e., reference checks) will be either destroyed or returned to the supplier once an employment contract has been signed by the academic employee.

(d) All written charges or complaints of any type against an academic employee, that are received by management will be investigated by the appropriate management supervisor. When charges or complaints against an employee are found to have possible personnel significance, the affected employee shall be notified. Only substantiated complaints, signed by the person filing the complaints, will be placed in the employee's file. If the academic employee chooses, his or her representative may be present at all proceedings on the charges or complaints.

8.30 Personnel Records (Maintenance and Inspection)

(a) Master personnel records for all academic employees, including the record of accrued sick leave and Sick Leave Bank records, shall be maintained at one place on campus, to be determined by the president of the college. Copies of pertinent factual materials (i.e., original application form, credits earned, etc.) may also be kept in the office of the president of the college or his designee. No other academic employee personnel files will be kept in any other location.

(b) During regular working hours and by appointment, an academic employee shall have the right to review the entire contents of his or her personnel file(s). A conference with the president of the college may be arranged at the discretion of the academic employee. In the processing of a grievance, an academic employee may authorize in writing the inspection of his or her personnel file by a representative of his or her choice.

(c) Confidentiality of academic employee personnel records shall be maintained at all times. Information contained in any academic employee's personnel record shall not be released to other persons, except as authorized in writing by that academic employee or as required by law. Confidentiality of academic employee records shall not prohibit administrators' use of employee records for the purpose of exercising management's rights and responsibilities.

8.40 Selection of Academic Employees

It is the intention of the Board of Trustees that academic employees be selected on the basis of their qualifications, through a process which assures accountability to the college for services rendered and which conforms to adopted affirmative action policies. All academic employees shall have the opportunity to be involved in the selection process of new full- or part-time academic employees in their appropriate departments or programs. The following provisions shall apply to the selection of new academic employees or to the reassignment of any present academic employee.

8.41 Full-Time Academic Employees

(a) Whenever a full-time academic employee's position is to be filled, a job description and employee qualifications shall be developed by the appropriate department, program or advisory group, in conjunction with the division chairman or management supervisor for recommendation to the appropriate dean.

(b) Except under unusual circumstances, a new position shall be formally announced or advertised by the appropriate administrator at least thirty (30) calendar days prior to the date on which the position is to be filled.

(c) The division chairman or management supervisor shall appoint a selection committee from the appropriate department, program, or advisory group and shall supervise the selection process.

8.41 Full-Time Academic Employees - (Continued)

The selection committee shall review all applications, conduct interviews, and recommend to the appropriate dean the three applicants in order of preference who most clearly meet the established criteria. The dean shall review the committee's recommendations and forward them with his recommendations to the president of the college for decision.

(d) In the event that the president does not select from among the recommended candidates, the process shall be repeated for the position.

(e) The job description under which the employee is hired will be referred to his or her tenure committee for their consideration in developing review procedures.

8.42 Part-Time Academic Employees

Whenever a part-time academic position is to be filled, job criteria will be developed by the appropriate department or program utilizing developed job descriptions whenever applicable. The division chairman or management supervisor will review all applications with the appropriate department chairman or program coordinator, and both may interview those applicants who appear to be qualified for the position. The division chairman or management supervisor, with the concurrence of the appropriate department chairman or program coordinator, will forward the hiring recommendations to the supervising dean for final approval.

8.50 Selection of Department Chairmen

During the month of May, department chairmen for the forthcoming academic year will be elected by their respective department members. If no departmental selection has been communicated to the president by August 15, the president may appoint a department chairman from among the academic employees of that department. No department chairman shall serve more than two (2) consecutive years without approval of 2/3 of the academic employees of the department.

8.60 Professional Development Program Content

Development of programs: Academic employees are required to have an approved, individual, professional development program to qualify their professional development activities for credits toward horizontal movement and longevity on the salary schedule. The professional development plan should include such college courses, seminars, etc., that enhance, supplement, and complement the academic employee's primary and/or secondary areas of assignment. Such programs must describe the activities in the categories below which will be used to accomplish the objectives.

8.60 Professional Development Program Content - (Continued)

(a) Courses taken as part of an approved degree program.

(b) College credit courses related to the individual's discipline or within his or her area of present or proposed assignment.

(c) Vocational teacher-education courses which apply also for certification purposes.

(d) In-service credit courses sponsored by the college.

(e) Job-related professional conferences and seminars.

(f) Pre-planned, job-related participation in field work, clinical experience, domestic or foreign travel and independent research and development activities in excess of the normal contractual obligations of the academic employee.

8.61 Professional Development Program: Process for Filing Plan

The academic employee's professional development plan must be submitted to and approved by the employee's dean prior to accomplishing the activities.

(a) Within ten (10) working days of receipt of an employee's professional development plan, the appropriate dean shall decide the acceptability of the plan. The decision not to approve an employee's professional development plan shall be accompanied by a detailed statement of the reasons for not approving the plan. Failure of the dean to respond in writing within the ten (10) day limit shall result in the plan's being automatically approved.

(b) If an academic employee's plan is disapproved, the academic employee may appeal the dean's disapproval of his plan within ten (10) working days to the Professional Development Committee. The Professional Development Committee (composed of one faculty member representative chosen by each division and one each from the counseling and library departments and one management representative chosen by management) shall attempt to resolve the differences between the dean and the academic employee. If the Professional Development Committee cannot resolve those differences, the committee will forward its recommendations to the dean. The dean will review the committee's recommendations and forward his decision in writing within ten (10) working days to both the committee and the employee. Failure of the dean to respond within the ten (10) day limit shall result in the plan being automatically approved.

(c) If the academic employee wishes to appeal the dean's decision, he may appeal to the president of the college within ten (10) working days. The president will then render a final decision within ten (10) working days on the acceptability of the employee's professional development plan. Failure of the president to respond within ten (10) working days shall result in the plan being automatically approved.

8.62 Professional Development Program: Reporting of Credits

Professional development credits shall be reported as they are earned. Documentation shall include adequate information to signify attendance, grades, or successful completion and source of payment for said course or activity. Documentation may include but is not necessarily limited to official transcripts, certificates, grade cards, occupational certification records, cancelled checks from workshops or seminars, signed statement of employer from clinical experience, signed statement from individual in charge of field work, brief summary of research or travel. Documentation shall be attached to transmittal documents and submitted through channels to the office designated to maintain such files. Within thirty (30) days of receipt of documentation, the appropriate dean shall approve an employee's credits earned for professional development credit. A record of the credits so earned shall be maintained in the academic employee's personnel file and the employee shall be notified when credits are entered. Professional development credits so earned shall be applied toward salary movement as described in 4.34.

8.70 Substitute for Academic Employees

When qualified substitutes are available, a substitute for an academic employee will be hired when deemed necessary by management but always when the academic employee will be absent for a period of time exceeding one (1) calendar week. Substitutes will be paid at an appropriate rate dependent on load.

9.00 FULL-TIME ACADEMIC EMPLOYEE SENIORITY

9.10 Seniority

Seniority is recognized as an important factor to be considered in matters relating to full-time academic employee relations practices.

9.20 Determination of Seniority

(a) Seniority shall be based on the date of Board approval (or date of delegated administrative approval) for hire as a full-time academic employee with the college or its predecessor school district.

(b) Seniority for individuals having the same dates of hire shall be determined by applying the following criteria, in descending order:

(1) First date of full-time employment.

(2) First date of signature on a contract agreement.

(3) First date of signature on a letter of intent to accept full-time employment with the college or its predecessor school district.

(c) When occasion arises for determining seniority, the academic employee personnel records of the college will be used for documentation.

9.30 Seniority List

The academic employees' personnel office shall maintain an annually updated seniority list of all full-time academic employees and all exempt employees who hold tenure status as academic employees. Such list will be published and circulated to all full-time academic employees by November 1 of each year.

9.40 Other Factors

In the event other factors are accorded precedence over seniority in connection with reduction-in-force, management will upon request state its reason(s) in writing.

10.00 FULL-TIME EMPLOYEE RETIREMENT

10.10 Retirement Age

The mandatory retirement age for full-time academic employees of the college shall be seventy (70) years.

10.20 Year of Retirement

Such retirement shall occur by the end of the academic year WAC 131-16-011(6) , during which the academic employee's seventieth (70th) birthday is attained.

10.30 Retirement Incentive Programs

In accordance with state law, an employee(s) who is interested in retiring before age 63 may consider one of three programs offered by the college: (a) Phased Retirement, (b) Retirement Transition, and (c) Early Retirement. To be considered for one of these options, an academic employee must submit a request in writing to the college president. Requests will be reviewed by management to determine whether or not the option selected is educationally and economically feasible and of sufficient benefit to the college. Any retirement option entered into must be established in writing and agreed to by the employee and the college. Conditions of the agreement will be that the employee exercise an intentional, voluntary and intelligent waiver of his or her rights as a tenured faculty member in exchange for participation in a retirement program option and that the Board of Trustees give written assurances for fulfillment of the retirement contract.

If at any time during an academic year, an academic employee eligible for and contemplating retirement so requests, he shall receive from Management, within 20 working days, a statement as to whether his choice of one of the "retirement programs will be educationally and economically feasible" and "of sufficient benefit to the college."

(a) Phased Retirement

This option provides for reduced levels of employment following official retirement. It is available to employees ages 55 to 68 or to those under age 55 who have been full-time academic employees in education for 30 years and who are otherwise qualified for retirement under their respective employment plans and who have accumulated at least 10 years of service. The level of employment may not exceed 75 days per year of full-time employment or its equivalent or less, and the period of reduced employment may continue up to five years after retirement. The level of compensation will be a proportion of the normal full-time salary for the position to which the employee is assigned during the Phased Retirement period.

13.30 Retirement Incentive Program - (Continued)

(b) Retirement Transition Option

This option provides that an employee with 10 or more years of service who retires after reaching age 62 but prior to reaching age 63 may choose either to receive income equal to full pay for a period of six months following retirement, or income equal to 1/2 pay for 12 months following retirement. The employee's base salary at the time of retirement will be used to determine the amount of income to be received. Employees with more than five but less than ten years of service will receive a proportional amount. For example, an employee with nine years of service wil receive 90 percent of the amount he would receive if he had ten years of service. An employee with less than five years of service does not qualify for retirement under any option.

(c) Early Retirement Option

This option provides that an employee with 10 or more years of service who retires at age 55 to 63 or to those under age 55 who have been full-time academic employees in education for 30 years will receive, in the first year after retirement, an amount equal to 1/3 of his base salary at the time of retirement. In the second year, the amount received will be 1/4 of the salary level; in the third and final year to which this option applies, the amount will be 1/5 of the salary level.

(d) Death of Retiree

Upon the death of an academic employee participating in either (b) Retirement Transition Option or (c) Early Retirement Option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

(e) Benefits

Employees exercising any of the options offered in this section, whose teaching loads fall below half-time, will not be subject to the benefits otherwise accruing to full-time academic employees.

11.00 GRIEVANCE

11.10 Grievance Definitions

(a) A grievance is defined as any complaint, controversy, or dispute arising out of (1) an alleged breach of the provisions of this contract or from the application of this contract and/or (2) an allegedly unjust management action affecting academic employees.

(b) A grievant shall mean an individual academic employee, a group of employees having the same grievance, or the union.

(c) Response days shall mean all days excluding weekends and legal holidays.

11.20 Procedure

(a) An individual academic employee may file a grievance directly or be represented in such action by the union. If the academic employee files a written grievance directly with Management, the union shall receive a copy of the grievance and may be present during each step of the procedure. The decision to initiate and/or continue a grievance rests with the grievant. Any group of academic employees who believe they have grounds for the same grievance must file the grievance through the union and be represented by the union in the grievance action. In the presentation of a grievance, the grievant shall be safe from restraint, interference, discrimination, and/or reprisal.

(b) When a grievant has a grievance, he/she shall communicate directly with the appropriate division chairman or management supervisor toward the end that most such problems can and should be resolved informally at the division or program level. If, within two (2) days, resolution of the grievance is not forthcoming, the following grievance procedure shall be available to the aggrieved.

11.21 Step One - Division Chairman (Management Supervisor)

(a) Within twenty (20) response days of the time the grievant has communicated directly with the appropriate division chairman or management supervisor and has received a reply, he/she shall submit a statement in writing to his division chairman (management supervisor). The statement must be signed by the grievant.

(b) The "Statement of Grievance" shall name any other employees involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions alleged to be violated, shall state the contention of the aggrieved employee with respect to these provisions, and shall indicate the specific relief requested.

11.21 Step One - Division Chairman (Mangement Supervisor) - (Continued)

(c) Within six (6) response days after receiving the grievance, the division chairman (management supervisor) shall communicate his answer in writing to the grievant and to the president of the college or his designee.

(d) If the Step One supervisor does not have the authority to act on the filed grievance, the "Statement of Grievance" shall, by direction of management and within five (5) response days, be advanced directly to the level of supervision (Level Two or Three) which does have the authority to act on the grievance.

11.22 Step Two - Supervising Dean

(a) If the grievance is not resolved in Step One, the grievant may, within five (5) response days of the receipt of the division chairman's (management supervisor's) answer, submit to his or her supervising dean a written "Statement of Grievance" signed by the grievant. A copy shall be given to the division chairman (management supervisor) and to the president of the college or his designee.

(b) The grievant's supervising dean shall give the grievant a written response no later than six (6) response days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the supervising dean and the grievant.

11.23 Step Three - President

(a) Within seven (7) response days after receiving the decision (written response) from his or her supervising dean, the grievant may appeal to the president of the college or his designee. The appeal shall be in writing and accompanied by a copy of the decision at Step Two.

(b) No later than seven (7) response days after receiving this appeal, the president of the college or his designee shall hold a hearing on the grievance. Those individuals who have participated in Step Two of the grievance have the right to participate in this step.

(c) Within seven (7) response days after the hearing, the president of the college or his designee shall communicate his decision in writing and state his reasons to the grievant.

(d) The grievant may not introduce into this hearing significant new matrial, allegation or remedy that was not presented in Step Two. The grievant may submit additional written matter which further clarifies facts introduced at Level Two.

11.24 Step Four - Factfinding and Mediation

Within twenty (20) days after receiving the decision (written response) from the college president or his designee, either party may appeal to the Washington State Public Employment Relations Commission for factfinding and mediation. Both parties will sign the appeal. If factfinding and mediation fails in actual use, as applied to the Grievance Procedure, management agrees to seriously consider binding arbitration at the next contract negotiation or wage re-opener following a failure of factfinding and mediation to produce satisfactory resolution of the grievance.

11.30 Function and Powers of the Factfinder/Mediator

It shall be the function of the Factfinder/Mediator, after due investigation, to make written recommendations to the Board in cases of alleged violation of specific articles and sections of this Negotiated Agreement.

(a) He may make recommendations but shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the negotiated policies.

(b) He may make recommendations but shall have no power to establish salary structures or change any salary.

(c) He may make recommendations but shall have no power to rule on any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Law, or any negotiated tenure article.

(d) He may make recommendations but shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the necessity of any such practice, policy, or rule.

(e) He may make recommendations but shall have no power to decide any question which, under negotiated agreement is within the responsibility of mangement to decide. In providing recommendations, a Factfinder/Mediator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by negotiated agreement.

(f) The recommendations of the Factfinder/Mediator shall be advisory and shall be in writing and shall include a finding of whether, in the opinion of the Factfinder/Mediator, the allegations of violation of the Agreement are substantiated by the facts. After making a finding, he/she shall do all in his or her power, including meeting with the parties individually, to bring the parties to a resolution of the matter.

11.30 Function and Powers of the Factfinder/Mediator - (Continued)

(g) The Factfinder/Mediator shall have sixty (60) working days after the hearing to work out a solution, after which he must send his written recommendations to the Board for final resolution.

11.40 Claims for Back Pay or Settlements

(a) All claims for back wages or other settlements shall be in accordance with terms set by the judgment.

(b) Except in identical circumstances, each claim for back pay will be decided upon its own merits without recourse to precedents.

11.50 Grievance Unresolved Prior to Contract Termination

Any grievance begun, but not finally resolved, before the termination of this agreement shall be processed according to the procedures under which it was filed.

11.60 Grievances Occurring Between Contract Agreements

Provided that there is an agreement to extend the contract during negotiations any grievance arising during the period between the termination date of this Negotiated Agreement and the effective date of any new negotiated agreement shall be processed according to the terms and procedures of this Negotiated Agreement.

11.70 Appearance and Representation

(a) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend; such hearings shall be scheduled so as not to interfere with the programs and services of the college, unless there is mutual agreement for other arrangements.

(b) Management and the grievant each assumes financial responsibility for services provided by their own representatives, witnesses, or other individuals involved in any part of any grievance consideration.

(c) The grievant may withdraw the grievance at any level. Upon such withdrawal of the grievance by the grievant, no other individual or organization may pursue the filed grievance as specified in the "Statement of Grievance" any further.

11.80 Time Limits

(a) Time limits provided in these procedures may be extended by mutual agreement when signed by both parties.

(b) If no answer has been received by the grievant within twenty (20) response days, the grievant may request and will receive a hearing with the president of the college within three (3) response days of such request, and a decision within two (2) response days thereafter.

11.80 Time Limits - (Continued)

(c) Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the answer of the president or his designee at the previous step.

11.90 Academic Employee Rights and Limitations

(a) The grievance procedure shall not apply to any matter on which management is without authority to act.

(b) All data, records, and information necessary to the processing of a grievance will be made available to the principal grievant or his agent in a timely and expeditious manner.

(c) Academic employee(s) shall not use the grievance procedure to dispute or appeal management's decision(s) to employ or not to employ any academic personnel for any services.

(d) Any grievance pending resolution will not be affected by the termination of employment of the grievant(s), and the Board or any of its agents agree not to use the fact that a former academic employee is no longer an employee to influence its decision in the grievance procedure.

12.00 ACADEMIC EMPLOYEES' TENURE, REDUCTION-IN-FORCE, AND DISMISSAL PROCEDURES

12.10 Definitions

As used in this article, the following terms and definitions shall mean:

(a) "Appointing authority" shall mean the Board of Trustees President of Community College District No. 22.

b) "Tenure Granting Authority" shall mean the Board of Trustees of Community College District #12.

(b) The definition of "tenure," "faculty appointment," "probationary faculty appointment," "probationer," and "administrative appointment" shall be the same as is contained within RCW 28B.50.851 as now or hereafter amended.

(c) "Regular college year" shall mean a faculty appointment normally inclusive of consecutive fall, winter, and spring quarters.

(d) "President" shall mean the president of the college and of any other college hereafter established within Community College District No. 22, or in such president's absence, the acting president.

(e) "College" shall mean Tacoma Community College and any subsequent community college hereafter established within Community College District No. 22.

(f) "Tenure Review Committee" shall mean a committee composed of three (3) academic employees who hold tenured faculty appointments, a division chairman or management supervisor and a student appointed pursuant to statute.

(g) "Full-time" shall mean an appointment which is consistent with the full-time contractual assignment specified within Article 6.00 entitled CONTRACT YEAR AND LOAD.

(h) "Dismissal" shall mean the termination of a tenured faculty appointment or a probationary faculty appointment by the appointing authority.

12.20 Procedure Relating to the Establishment of Tenure

The Board of Trustees of the college hereby establishes the following rules on academic employee tenure.

12.21 Purpose of Tenure

The purpose of tenure is twofold:

(1) To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at the college and all subsequent community colleges hereafter established within Community College District No. 22; and

(2) To assure that tenure is granted to academic employees of such character and scholarly ability that the district, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

12.22 Compositions of Tenure Review Committees

(a) A separate tenure review committee, which shall serve as a standing committee until such time as the appointment is terminated, shall be established for each full-time probationer.

(b) Each tenure review committee shall be composed of five (5) persons: Three shall be tenured faculty appointees selected by a majority of the tenured faculty members and faculty department heads acting in a body prior to October 15 of the probationer's first full regular college year of employment; one shall be the probationer's division chairman (or his/her management supervisor if he/she is not supervised by a division chairman); one shall be a student representative who shall be a full-time student and who shall be chosen by the student association of the college in such a manner as the members thereof shall determine. Each tenure review committee shall select its own chairman. If the elected chairman fails to perform his/her required duties in the time period specified, management shall appoint a chairman from among the other committee members to fulfill the responsibilities. Each review committee shall meet at the call of the chairman when, in his discretion, the need for such meeting arises, provided that the committee shall meet with the probationer at least twice during each academic year prior to Februrary 15. Additionally, the committee shall meet within ten (10) days after the chairman receives the probationer's written request which states the purpose of the meeting.

(c) If a vacancy occurs upon any tenure review committee prior to the expiration of the probationer's appointment as such, an administrative, faculty or student member, as appropriate, shall be appointed to fill the vacancy pursuant to paragraph 12.22 (b) of this rule to serve for the duration of the committee's obligation.

12.23 Duties and Responsibilities of Tenure Review Committees

(a) The general duty and responsibility of the tenure review committee shall be to assess and advise the probationer of his professional strengths and weaknesses and to make reasonable efforts to encourage and aid him to overcome his deficiencies.

(b) The first order of business for each tenure review committee shall be to establish the procedure it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. In determining professional competence, the committee shall give due consideration to the criteria under which the employee was hired, as established by the probationer's department, program or advisory group. A review committee's evaluation procedures should include, as it deems necessary, the following:

12.23 Duties and Responsibilities of Tenure Review Committees - (Continued)

(1) Classroom observations by members of the tenure review committee;

(2) Student evaluation administered by a member of the review committee;

(3) Assessment of the probationer's contributions to the department, program, division, and the institution by the department or program, and division heads and other faculty;

(4) Self-evaluation.

(c) Each tenure review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the president, to the probationer, and the appointing authority on or before the designated times during each regular college year that such appointee is on a probationary status, or as is also required, within fifteen (15) days of the president's written request therefor.

(1) A written evaluation of each full-time probationary faculty appointee's performance including the degree to which the probationer has overcome stated deficiencies, on or before February 15. The review committee shall obtain the appointee's written acknowledgment of receipt of the written evaluation.

(2) A written recommendation regarding the employment or non-employment of the probationer for the ensuing regular college year on or before February 15.

(3) A written recommendation that the appointing tenure granting authority award or not award tenure; such written recommendations to be submitted during the regular college year at times deemed appropriate by each review committee, provided that during such probationer's third regular college year of appointment the review committee shall, prior to February 15 of such regular college year, make a written recommendation as to the award or non-award of tenure. The failure of any review committee to make such written recommendation by February 15 of a probationer's third consecutive regular college year shall require that the probationer's supervising dean make a written recommendation as to the award or non-award of tenure by the following February 25.

(d) The appointing authority and/or tenure grating authority, as appropriate, shall be required to give reasonable consideration to any recommendation of a review committee and is not bound therby.

(e) All written evalulations and recommendations prepared and submitted by a review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

12.23 Duties and Responsibilities of Tenure Review Committees - (Continued)

(f) If the probationer disagrees with the review committee's recommendation as to the award or non-award of tenure, the probationer shall be provided an opportunity to challenge the review committee's recommendations before a committee of the appointing tenure granting authority.

(g) On or before the last day of the winter quarter of each regular college year of a probationary appointment, the appointing authority shall notify the probationer of their his decision regarding employment or non-employment of the probationer for the ensuing regular college year, except that on or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing tenure granting authority shall notify him of their decision to either grant him tenure or not renew his appointment for the ensuing year.

(h) The decision of the appointing authority to not rehire a probationary academic employee for a second or third year of the probationary period or to not grant tenure is final, and the academic employee affected by this decision shall not have access to the Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force as provided by section 12.32 of this Negotiated Agreement, but the academic employee may submit written appeal and appear, in person, at the next Board meeting following such non-renewal.

(i) As per Chapter 112, Laws of 1975, 1st Extraordinary Session, those academic employees funded more than fifty-one (51%) percent of their annual salaries by other than State funds are non-tenurable, per WAC 131-16-400. Inclusion of this paragraph shall not limit the union in its court appeal of this law, rulings pursuant thereto and its effect on present employees in this category. Management will make every effort to shift presently affected employees to tenurable jobs as they become available. Management and the union agree to make necessary modifications in this section in order to bring it into compliance with subsequent court decisions, if any.

12.30 Procedure Relating to the Dismissal for Cause of a Tenured or Probationary Faculty Member

12.31 Basis for Dismissal for Cause

A tenured faculty member shall not be dismissed by the college except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

(a) Demonstrated incompetency in his professional assignment;
(b) Proven neglect of recognized duties;
(c) Proven insubordination;
(d) Diagnosed physical or mental inability to perform assigned duties;
(e) Convicted of any unlawful act of violence during the period of employment;
(f) Convicted of any unlawful act resulting in destruction of college property;
(g) Convicted of any unlawful interference with the orderly conduct of the educational process.

12.32 Procedure for the Dismissal for Cause of a Tenured or Probationary Faculty Member

When reason arises to question the fitness of an academic employee, the initial step shall be for the appropriate administrative officer to discuss the matter with him in a personal conference. Notification of the conference shall include a notice that the individual has a right to have a union representative present. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the case shall be referred to the president of the college. If the president of the college deems that the case warrants dismissal, the dismissal process shall be governed by the following procedure:

(a) At least seventy (70) calendar days prior to the effective date of termination of employment, the academic employee, who is to be dismissed by the appointing authority, and the union shall be furnished with written notice which shall include grounds for dismissal, a statement of the legal authority and jurisdiction of the president's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours, or if this is not possible because of the absence of the employee, it shall be mailed by certified return receipt mail to the academic employee's last known address.

(b) A dismissal for cause review committee will be established. The dismissal review committee shall be the same as the tenure review committee. If the tenure review committee is no longer available, the dismissal review committee shall have the same membership as required for a tenure review committee for a probationary academic employee. The members representing academic employees shall be selected by a majority of the academic employees and department chairmen acting as a body. The president shall deliver to the review committee the statement of charges provided to the employee.

(c) Remaining steps in the procedure for dismissal for cause of tenured or probationary academic employees members are as specified in Section 12.50, Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force.

12.40 Procedure Relating to Reduction-in-Force

12.41 Definition

A reduction-in-force is a dismissal of faculty members without prejudice and for adequate cause which shall include lack of funds and necessary curtailment of work. It shall necessarily include dismissals for cause due to declarations of financial emergency by the State Board for Community College Education.

12.42 Lay-Off Units and Procedure for Assignment

(a) A full-time academic employee's assignment to a lay-off unit will be that unit within which his or her job responsibility is classified.

12.42 Lay-Off Units and Procedure for Assignment - (Continued)

(b) For the duration of this agreement, the lay-off units and assignments thereto, as agreed to in the Union-Management meeting of February 3, 1974, or the most recent updating of those lay-off units and assignments thereto, shall be used as the basis for reduction-in-force. A person may be assigned to only one lay-off unit even though he or she is teaching in more than one unit.

(c) The institutional seniority list, which is to be published annually by November 1st of each year, under Article 9 of the Negotiated Agreement, will also include the lay-off unit to which an academic employee is currently assigned.

12.43 Alternatives to Reduction-In-Force

Alternatives to reduction-in-force shall be implemented by management prior to the initiation of reduction-in-force procedures. The application of these alternatives will be handled through the appropriate division and department. A full-time employee will be given sections normally staffed by part-time employees before being offered other alternatives to reduction-in-force. Such alternatives may include, but not be limited to, those in Article 6.00.

An academic employee's agreement to one or any combination of the above-referenced alternatives, or any other alternative agreed to, will be submitted in writing to the college president.

12.44 Basis for Reduction

If the number of full-time contracted academic employees is to be reduced, the college president, with advice from the appropriate supervising administators and department chairmen shall determine in the case of each affected department or program what courses and services are most necessary to maintain quality education and services at Tacoma Community College. In making his determination on reductions, the college president shall consider the following factors:

(a) Budget limitations, lack of funds, change in instructional or service programs, or lack of students participating in particular programs or services.

(b) The enrollment, the trends in enrollment, and their effect upon the department or program.

(c) The present and anticipated service needs of the college and its students and prospective students.

(d) Information concerning faculty and administrative vacancies occuring through retirement, resignation, and professional and other leave.

12.44 Basis for Reduction - (Continued)

Before arriving at proposed reduction-in-force decisions, the president will confer with representatives of the designated faculty organization and the student government regarding proposed reduction plans and will consider their opinions in the matter. In the case of reductions-in-force initiated by a declaration of financial emergency by the State Board for Community College Education the president will meet with representatives of the designated faculty organization and the student government to exchange information with them regarding the situation.

12.45 Order of Reduction

If a reduction is determined to be necessary within a lay-off unit, the employment needs of the department or program shall be the primary basis for identifying the order of reduction-in-force. First consideration will also be given to seniority as defined in Article 9.00, provided that such consideration results in the retention of qualified academic employees to replace and perform the necessary duties of the personnel reduced. In determining what duties an academic employee is qualified to perform, the president will consider, but not be limited to (a) general professional experience, (b) actual work experience in the area under consideration, and (c) educational background.

12.46 Right to Recall

A full-time academic employee whose contract is not renewed as a result of this reduction-in-force procedure shall have the right to recall to any academic position, either a newly created position or a vacancy: Provided that the individual is determined to be qualified for such position by the president of the college following recommendations by the supervising dean, department chairman and/or program director. The right of recall shall extend two (2) years from date of dismissal. A full-time academic employee whose contract is not renewed due to the reduction-in-force procedure shall keep the college personnel office informed of any change in address by the employee.

12.47 Procedure for Reduction-in-Force

When reason arises to dismiss an academic employee as a result of reduction-in-force, the initial step shall be for the appropriate administrative officer to discuss the matter with him or her in personal conference. Notification of the conference shall include a notice that the academic employee has a right to have a union representative present. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, the case shall be referred to the president of the college. If the president of the college still deems dismissal to be necessary, the dismissal process shall be governed by the following procedure:

I. Reduction-in-Force not Pursuant to Declaration of Financial Emergency.

(a) Termination as discussed in this section shall not occur during the duration of the affected employee's(s') current full-time academic employment agreement.

(b) At least seventy (70) calendar days prior to effective date of termination of employment, the union and the academic employee who is threatened with dismissal by the appointing authority shall be furnished concurrently with written notice which shall include grounds for dismisal, including the particular grounds for the individual's dismissal, a statement of the legal authority and jurisdiction of the president's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours, or if this is not possible because of the absence of the employee, it shall be mailed by certified return receipt mail to the academic employee's last known address and by special delivery campus mail to the union president's mail box.

(c) A Reduction-in-Force Review Committee will be established. The Reduction-in-Force Review Committee shall be the same as the affected employee's Tenure Review Committee. If the Tenure Review Committee is no longer available, the Reduction-in-Force Review Committee shall have the same membership as required for a Tenure Review committee for a probationary academic employee. The members representing academic employees shall be selected by a majority of the academic employees and department chairmen acting as a body. The president shall deliver to the Reduction-in-Force Review Committee the statement of charges provided to the employee.

(d) Remaining steps in the procedure for reduction-in-force are specified in Section 12.50, Hearing Procedure Relating to Dismissal for cause and reduction-in-force.

II. Reductions-in-Force Initiated by a Declaration of Financial Emergency by the State Board for Community College Education.

(a) The president shall specify and serve written notice of the cause(s) to the affected employee and provide copies to the Reduction-in-Force Review Committee. The notice shall include:

(1) Notice of the right of a hearing before a Review Committee.

(2) A statement of the time, place and nature of the hearing, if requested. Such hearing will take place not earlier than thirty (30) days from initial notice of lay-off.

(3) A statement of the legal authority and jurisdiction under which the hearing is to be held.

(4) A reference to the particular rules of the college that are involved.

(5) A short and plain statement of the matters asserted, including a statement of the reasons for the reduction.

(6) A statement that separation is not due to the job performance of the employee and is thus without prejudice to such employee.

(7) The effective date of separation from service which shall not take place earlier than forty-five (45) days from initial notice of lay-off.

(b) The affected academic employee shall have ten (10) days from the date of the notice of dismissal to request a hearing. If the affected employee does not request such a hearing from the president of the college within seven (7) days, management will request a written determination from the employee as to whether he/she wishes to avail himself of the right of a hearing. If after the ten (10) days provided herein the academic employee fails to respond, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing under the provision of this negotiated agreement.

(c) A Reduction-in-Force Review Committee will be established. The Review Committee shall be composed of five (5) persons. Three shall be tenured faculty appointees selected by a majority of the tenured faculty members and faculty department heads acting in a body. One shall be an administrator selected by the college president. One shall be a student representative who shall be a full-time student chosen by the student association in such a manner as the members thereof shall determine.

II. Reductions-in-Force Initiated by a Declaration of Financial Emergency by the State Board for Community College Education. - (Continued)

(d) The Board of Trustees will appoint a hearing officer. The faculty member(s) affected may request participation in the selection of a hearing officer in the manner provided in RCW 28A.58.455(4). Where there is more than one faculty member affected by the Board of Trustees reduction-in-force, such faculty members requesting hearing must act collectively in making such request: Provided further, that costs incurred for the services and expenses for such hearing officer shall be shared by the community college and the faculty member or members requesting hearing. If the affected faculty member(s) do not elect to participate in the selection of the hearing officer, they also will not participate in the costs incurred for the services and expenses of such hearing officer.

(e) The president will give ten (10) days written notice of the hearing to the faculty members who have requested such a hearing. The president will also provide notice to the Review Committee and hearing officer.

(f) Said hearing shall be a formal hearing pursuant to RCW 28B.19.120 and shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued. It shall be conducted in accordance with procedures specified in S 12.50(c) (1) through S 12.50(i), except that the issues shall be limited to whether the particular faculty member(s) selected is/are the proper ones to be terminated under the provisions of this agreement.

(g) Hearings for all faculty members requesting formal hearings shall be consolidated and only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

(h) At the formal hearing, the Review Committee may observe the formal hearing procedure and after the conclusion of the hearing offer its recommended decision for consideration by the hearing officer.

(i) Within ten (10) days after conclusion of the hearing, the hearing officer shall prepare findings, conclusions, and a recommended decision which shall be forwarded to the Board for final action thereon. Any such determination by the hearing officer under this section shall not be subject to further Review Committee action.

(j) The Board shall meet within a reasonable time after receipt of the hearing officer's recommendations to consider those recommendations. The academic employee affected by the hearing officer's recommendations may request a hearing before the Board within ten (10) days after receipt of said recommendations. The academic employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his/ her choice and by a representative of the union. If the Board considers evidence or facts other than those submitted by the hearing officer, and if such evidence may result in the dismissal or separation of the academic employee, the Board will disclose such evidence to the academic employee and afford him or her a reasonable amount of time (as

II. Reductions-in-Force Initiated by a Declaration of Financial Emergency by the State Board for Community College Education. - (Continued)

determined by the Board) to evaluate the evidence and to respond in person, if the employee desires, to the newly raised evidence. The Board shall concurrently inform the affected academic employee or employees and the union of its decision by letter. Separation from service without prejudice after formal hearing under the provisions of this section shall become effective upon final action by the Board of Trustees.

(k) In the case of failure to request a hearing, the effective date of separation from service shall be the date indicated in the notice of reduction-in-force regardless of the duration of any individual employment contract. Separation from service after a formal hearing shall become effective upon final action by the Board of Trustees.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in- Force

(a) The required notice of Dismissal for Cause or Reduction-in-Force to the affected academic employee(s) shall include notice of the right of a hearing before a review committee prior to the date of termination. The affected academic employee shall have ten (10) days from the date of the notice of dismissal to request a hearing. If the affected employee does not request such a hearing from the president of the college within ten (10) days, management will request a written determination from the employee as to whether he/she wishes to avail themselves of the right to a hearing. If after five (5) additional days the academic employee fails to respond, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing under the provision of this negotiated agreement.

(b) In the event the president receives a request for a hearing, all parties shall be afforded an opportunity for a hearing after not less than twenty (20) days notice. In the case of reduction-in-force, the hearing shall not be scheduled more than forty (40) days prior to the stated ending date expressed in the academic employee's individual employment agreement (subject to hearing officer availability). The notice shall include:

(1) A statement of the time, place and nature of the proceeding;

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) A reference to the particular rules of the college that are involved;

(4) A short and plain statement of the matters asserted.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force - (Continued)

(c) Prior to the time of the hearing, the Board and the union shall request an impartial hearing officer from the Public Employment Relations Commission to sit as non-voting member of the committee. It shall be his responsibility to:

(1) Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings;

(2) Meet and confer with members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations;

(3) Appoint a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of hearings and record and other matters related to the hearings as directed by the presiding officer.

(4) Prepare the record if requested under Section (e).

(d) Opportunity shall be afforded all parties to be represented by counsel, to respond and present evidence and argument on all issues involved, and to examine and cross examine witnesses.

(e) Oral proceedings shall be transcribed, if necessary, for the purpose of rehearing, or court reviews. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request thereof and payment of the costs thereof.

(f) The college shall present its case first and shall have the burden of proceeding with the presentation of evidence in support of its recommendations for dismissal for cause or reduction-in-force.

(g) The record in a contested case shall include:

(1) All documents, motions, and intermediate rulings;

(2) Evidence received or considered;

(3) A statement of matters officially noticed;

(4) Questions and offers of proof, objections, and rulings thereon;

(5) Proposed findings and exceptions;

(6) Any decision, opinion, or report by the officer or committee chairman presiding at the hearing.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force - (Continued)

(h) Finding of fact shall be based exclusively on the evidence and on matters officially noticed.

(i) The college or its authorized hearing officer or committee may:

(1) Administer oaths and affirmations, examine witnesses and receive evidence. No person shall be compelled to divulge information which he would not be compelled to divulge in a court of common law;

(2) Issue subpoenas;

(3) Take or cause depositions to be taken consistent with Superior Court Rules with timelines as modified herein below. No person shall be compelled to divulge information which he would not be compelled to divulge by deposition in connection with a court proceeding;

(a) After issuance of the notice of hearing, any party to the hearing may take the testimony of any person, including a party by deposition by oral examination and/or interrogatories to be answered. The party desiring to take the deposition of any person upon oral examination shall give reasonable notice in writing of not less than three (3) calendar days (exclusive of the day of service, Saturdays, Sundays and holidays) to every other party to the action. The notice shall state the time and place for taking the deposition and the name and address of each person to be examined. If the deponent is to bring documents with him to be examined, the designation of the materials to be produced shall be attached to or included in the notice.

(4) Regulate the course of the hearing;

(5) Hold conferences for the settlement or simplification of the issues by consent of the parties.

(j) Within twenty (20) days following the review hearing, the review committee shall prepare recommendations on the action they propose be taken and submit such recommendations to the appointing authority. A copy of the recommendations shall be given the academic employees involved and the president.

(k) The Board shall meet within thirty (30) days after receipt of the review committee recommendations to consider those recommendations. The academic employee affected by the review committee recommendations may request a hearing before the Board within ten (10) days after receipt of the said recommendations.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force - (Continued)

The academic employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his/her choice and by a representative of the union. If the Board considers evidence or facts other than those submitted by the Review Committee, and if such evidence may result in the dismissal of the academic employee, the Board will disclose such evidence to the academic employee, and afford him/her a reasonable amount of time (as determined by the Board) to evaluate the evidence and to respond in person, if desired, to the newely raised evidence.

Within thirty (30) days after the hearing before the Board, the appointing authority shall inform the affected academic employee and the union concurrently of their decision by letter.

13.00 CONDITIONS AND DURATION OF AGREEMENT

13.10 Duration

This Agreement and each of its articles is binding and effective September 1, 1988, and shall continue in full force and effect until June 30, 1990, with a sixty (60) day extension if agreement has not been reached on a new contract by June 30, 1990. Any changes to this Agreement during the life of this Agreement shall be made by mutual consent of both parties.

13.20 Opening of Negotiations

It is provided that on or before March 1, 1990, management and the union agree to meet and discuss any changes to these articles which might be proposed. The parties agree to reopen the salary provisions of this Agreement at any time that a salary-increase appropriation from the State Board for Community College Education is made available to the District.

13.30 Past Practice Changes

Any changes in past practices not covered by this agreement shall require mutual acceptance by the union and management.

13.40 District Policy

It is agreed that all matters contained in this negotiated agreement shall also be adopted by the Board of Trustees as district policy with no termination date. Any new agreement would bring about corresponding changes in district policy.

13.50 Whenever appropriate, words used herein in the masculine may include the feminine.

IN WITNESS WHEREOF the parties hereunto set their hands this 24th day of March, 1989.

For Management:

President of the College

For the Union:

President of the Union

TACOMA COMMUNITY COLLEGE APPENDIX "A" (1)

FULL-TIME ACADEMIC EMPLOYEE INDIVIDUAL EMPLOYMENT AGREEMENT

THIS INDIVIDUAL EMPLOYMENT AGREEMENT, made and entered as of its day of execution hereinafter set forth, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 22, hereinafter referred to as the "Board" and "College District" respectively, and

_____ _____
Name Code

_____ _____
Number and Street *Social Security Number

_____ , hereinafter referred to as the "Employee":
City, State and Zip Code

The Employee is hereby notified of his/her appointment to the District's full-time faculty staff to perform _____ days of professional education services as _____ during the period of time commencing the _____ day of _____, 19 ___, and terminating with the _____ day of _____, 19 ___, exclusive of authorized leave and holidays designated in the College Calendar as now or hereafter amended. It is understood and agreed that the Employee shall be subject to the assignment of duties and reassignment or transfer by the President or his designee: provided that, the Employee shall not be assigned any course(s) or duties which he/she is not competent to perform.

It is understood and agreed that as a full-time faculty member the Employee shall, in addition to the above designated and related duties, participate fully in the activities of institutional councils and/or faculty committees, the registration of students, and the advising of students.

Quarters Assigned: ☐ Fall ☐ Winter ☐ Spring ☐ Summer

Alternate Contractual Days Assigned: _____

The employment status of the Employee shall be as follows: ☐ Probationary Appointment ☐ Tenured Appointment ☐ Temporary Appointment ☐ Other Appointment Explain: _____

The Employee's salary shall be in accordance with his/her placement on the District's full-time salary schedule in accordance with his/her job description and/or educational qualifications and experience: to wit Column ☐ Step ☐

Doctorate ☐ $ _____, Longevity ☐ $ _____, or a salary of $ _____ for services as a(n) _____

Other assignments include:

Department Chairperson ☐ _____ $ _____, Activity ☐ _____ $ _____

The salary for all assignments amounts to $ _____. Payments will be made in accordance with state approved lag payroll schedules.

This offer of employment is made subject to the policies, including the Negotiated Agreement between Tacoma Community College Federation of Teachers and Community College District Number 22, and rules or regulations of the District, the policies and rules or regulations of other state agencies which the District is required to observe in the practical and/or efficient operation of its college(s) and the laws of the State of Washington. Said policies, rules or regulations and laws as are now or hereafter adopted and/or amended are hereby incorporated herein by this reference and made a part of the terms and conditions of this offer of employment as though they had been expressly set forth herein.

This offer of employment shall remain open and effective only until 5:00 p.m. the _____ day of _____, 19 _____. It may be accepted only by signing the original and postmarking or delivering it to the Personnel Office on or before the above date and time, together with any certificates of health or other documents or papers required by the laws of the State of Washington or rules and regulations of its agencies as a condition(s) to employment in the above designated capacity. This offer becomes invalid unless received by the District or postmarked prior to the above expiration date, unless the expiration date is officially extended.

*Required by Federal Privacy Act - RCW 41.48

DATES	NO. OF DAYS	PER DIEM RATE	TOTAL
_____	_____	@ _____	= $_____
_____	_____	@ _____	= $_____
Department or Activity Stipend:			$_____
TOTAL SALARY:			$_____

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 22

_____ _____
President Date

_____ _____
Employee Date

(This individual employee agreement cancels and supersedes all prior individual employment agreements issued for any portion of the period indicated above.)

Equal Opportunity Employer/Affirmative Action Plan in Effect

TCC-PERS-017 (Rev. 8/83) (Please sign and return white, yellow and pink copies to Personnel Office.)

_____QUARTER, 19___ TACOMA COMMUNITY COLLEGE APPENDIX "A" (2)

PART-TIME ACADEMIC EMPLOYEE INDIVIDUAL EMPLOYMENT AGREEMENT

THIS INDIVIDUAL EMPLOYMENT AGREEMENT, made and entered as of its day of execution hereinafter set forth, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 22, hereinafter referred to as the "Board" and "College District" respectively, and

Name _____ Code _____

Number and Street _____ *Social Security Number _____

City, State and Zip Code _____ Office Location and Mailbox _____

hereinafter referred to as the "Employee":

The Employee is hereby notified of his/her appointment to the District's part-time faculty staff to perform _____ days of professional education services as _____ during the period of time commencing the _____ day of _____, 19____, and terminating with the _____ day of _____, 19____, exclusive of authorized leave and holidays designated in the College Calendar as now or hereafter amended. It is understood and agreed that the Employee shall be subject to the assignment of duties and reassignment or transfer by the President or his designee: provided that, the Employee shall not be assigned any course(s) or duties which he/she is not competent to perform.

COURSE/NUMBER/SECTION	TIME	DAY(S)	LOCATION	CREDIT HOURS	CONTACT HOURS BEYOND CREDIT HOURS	OTHER HOURS

☐ EMPLOYEE IS ELIGIBLE FOR INSURANCE BENEFITS. ☐ EMPLOYEE IS NOT ELIGIBLE FOR INSURANCE BENEFITS.

The Employee shall be paid at the applicable part-time rate for the service specified herein, the total remuneration for which in no event shall exceed $_____. Except for leave days as specified in District policy, payment for classes which are not held and not rescheduled for any reason shall be deducted from the above amount.

It is agreed and understood that this appointment or any portion thereof may be cancelled by the District by reason of insufficient enrollment in the above designated class(es) or within the District as a whole as determined by the District. In the event of any such cancellation, the Employee shall be paid only for any class session(s) held prior to cancellation thereof.

This offer of employment is made subject to the policies and rules or regulations of the District, the policies and rules or regulations of other state agencies which the District is required to observe in the practical and/or efficient operation of its college(s) and the laws of the State of Washington. Said policies, rules or regulations and laws as are now or hereafter adopted and/or amended are hereby incorporated herein by this reference and made a part of the terms and conditions of this offer of employment as though they had been expressly set forth herein: PROVIDED THAT, NEITHER THIS APPOINTMENT NOR ANY SUCH POLICY, RULE OR REGULATION SHALL BE CONSTRUED AS PROVIDING THE EMPLOYEE WITH AN EXPECTANCY OF REEMPLOYMENT BY THE DISTRICT.

This offer of employment shall remain open and effective only until 5:00 p.m. on the _____ day of _____, 19 ____. It may be accepted only by signing the original and postmarking or delivering it to the Personnel Office on or before the above date and time, together with any certificates of health or other documents or papers required by the laws of the State of Washington or rules and regulations of its agencies as a condition(s) to employment in the above designated capacity. This offer becomes invalid unless received by the District or postmarked prior to the above expiration date, unless the expiration date is officially extended.

This individual employment agreement is subject to amendment or modification which may result from negotiation with the Tacoma Community College Federation of Teachers.

*Required by Federal Privacy Act - RCW 41.48

NUMBER OF:		RATE		TOTAL
Credit Hours	@ $		= $	
Contact Hours	@ $		= $	
Math-Lab Hours	@ $		= $	
Prof Svc Hours	@ $		= $	
Non-Credit Hours	@ $		= $	
Ind Stdy Supv Hrs	@ $		= $	
TOTAL QUARTERLY SALARY:			$	
FTEF:				

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 22

_____ _____
Appointing Authority Date

69

_____ _____
Employee Date

(This individual employment agreement cancels and supersedes all prior individual employment agreements issued for any portion of the period indicated above.)

TACOMA COMMUNITY COLLEGE Equal Opportunity Employer
5900 South 12th Street Affirmative Action Plan in Effect
Tacoma, WA 98465

TACOMA COMMUNITY COLLEGE APPENDIX "B"

COMMUNITY COLLEGE DISTRICT 22

JOB DESCRIPTION SHEET

JOB TITLE	SALARY CLASSIFICATION	STIPEND	EFFECTIVE DATE
Department Chairperson	Faculty Schedule Column _____ Step _____	Per Negotiated Agreement $ _____	

The Department Chairperson shall be directly accountable to the Division Chairperson and shall be elected by the department with the recommendation forwarded to the President for approval and appointment. The Department Chairperson shall be charged with the coordination of department concerns with the Division Chairperson and the faculty members of the department, and shall fulfill the following responsibilities:

I. Represents the department faculty interests to the administration and with the campus community.

II. Presides at department meetings.

III. Represents department on the Curriculum Committee.

IV. Provides leadership within the department for:

(a) Curricula development, review, and modification.
(b) Class schedule development.
(c) Textbook selection.
(d) Professional growth programs for tenured faculty.
(e) Definition and development of new departmental full-time and part-time faculty, and staffing patterns.
(f) Development and submission of catalog materials.
(g) Department budget development.
(h) The evaluation process related to departmental programs.
(i) Coordination of the devliery of appropriate counseling and library service.
(j) Advising services to students.

The Division Chairperson will append to this description a paragraph noting the particular emphasis and priorities of the individual department chairperson assignment. (Some of these tasks are applicable in some departments and not in others.) Department chairpersonships are intended to provide representation, assistance, advisement and information and none of these duties shall be construed to be supervisory in nature.

Attachment A

Tacoma Community College

1989-90 INSTRUCTIONAL YEAR CALENDAR

SUMMER 1989

JUNE 1989

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY 1989

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 1989

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FALL 1989

SEPTEMBER 1989

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 1989

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 1989

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 1989

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

WINTER 1990

JANUARY 1990

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 1990

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH 1990

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SPRING 1990

APRIL 1990

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 1990

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 1990

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Instructional days - Fall - 50
Instructional days - Winter - 50
Instructional days - Spring - 48
148

Final exams and grading
Fall (5), Winter (5),
Spring (6) 16

Pre-Instructional Da. - Fall 7
Mid-Quarter non-instructional
advising days 3
Advising days to be determined
by mutual agreement 2
TOTAL CONTRACT DAYS 176

LEGEND:

- ○ Non-instructional contract days**
- L Classes Begin
- ▭ Final Exams and Grading
- ○ Grades Due
- //// Holidays or Inter-term breaks.

Summer Quarter 1989 (June 21-August 22, 1989)

June 21	Day/Evening Classes Begin
July 4	Holiday--No Classes
July 20	First half of quarter ends
July 24	Second half of quarter begins
August 22	Final Exams
August 24	Grades due in Records Office

Fall Quarter 1989 (Sept. 25-Dec. 15, 1989)

September 14-22	Pre-Instructional Days
September 25	Day/Evening Classes Begin
November 10	Veterans' Day Observed
*November 14	Advising Day (Contract Day)
November 22-25	Thanksgiving Day Holidays
December 8	Last day of classes
December 11-15	Final Exams and Grading
December 18	Grades due in Records Office

Winter Quarter 1990 (Jan. 3-March 23, 1990)

January 3	Day/Evening Classes Begin
January 15	M.L. King's Birthday Observed
February 19	President's Day Observed
*February 27	Advising Day (Contract Day)
March 16	Last Day of Classes
March 19-23	Final Exams and Grading
March 26	Grades due in Records Office

Spring Quarter 1990 (April 2-June 16, 1990)

April 2	Day/Evening Classes Begin
*May 15	Advising Day (Contract Day)
May 28	Memorial Day Observed
June 8	Last day of classes
June 11-16	Final Exams and Grading
June 18	Grades due in Records Office
June 14	Commencement

*Non-instructional contract day: advising. Evening classes will be held.

**Plus two advising days to be determined by mutual agreement between the academic employee and his or her immediate supervisor.

Approved by Board of Trustees
January 12, 1989

TACOMA COMMUNITY COLLEGE

TENTATIVE SCHEDULE

1989-90

ADVISING-REGISTRATION SCHEDULE

SUMMER 1989

Advising--currently enrolled students	May 17-June 2
Registration--currently enrolled students	May 17-26
Late registration--currently enrolled	Begins May 30
Registration--all students	June 6-26
Deferred payment	June 1

FALL 1989

Advising--currently enrolled students	May 17-June 2
Registration--currently enrolled students	May 17-26
Late registration--currently enrolled	Begins May 30
Registration--all students	June 6-September 27
Deferred payment	August 31

WINTER 1990

Advising--currently enrolled students	November 14-December 8
Registration--currently enrolled students	November 14-21
Late registration--currently enrolled	Begins November 27
Registration--all students	December 12-January 5
Deferred payment	December 7

SPRING 1990

Advising--currently enrolled students	February 22-March 12
Registration--currently enrolled students	February 22-March 2
Late registration--currently enrolled	Begins March 5
Registration--all students	March 13-April 4
Deferred payment	March 8

ERIC CLEARINGHOUSE FOR
JUNIOR COLLEGES
DEC 31 1991